



Amendment No. 6  
to  
Agreement No. 4700 NG150000042  
for  
Social Services  
between  
**VINCARE SERVICES OF AUSTIN FOUNDATION**  
**DBA**  
**SAINT LOUISE HOUSE**  
and the  
**CITY OF AUSTIN**  
(Saint Louise House)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Hundred One Thousand One Hundred Forty Six dollars (\$101,146)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 273,000
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 16,380	\$ 289,380
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 4,438	\$ 293,818
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 2,467	\$ 296,285
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 101,146	\$ 397,431
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 101,146	\$ 498,577
Amendment No. 6: Exercise Extension Option #3 (Oct. 1, 2020 – Sept. 30, 2021)	\$ 101,146	\$ 599,723

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 10/5/2020]

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 10/5/2020]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 10/5/2020]

**Exhibit B.3 -- Compensation Terms** is added to the agreement.

**Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification** is deleted in its entirety and replaced with a new **Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification, Israel Verification, and Conflicts of Interest** [Revised 4/13/2020]

**4.0** The Terms and Conditions for this Agreement are deleted in their entirety and replaced with the following:

---

## **SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

**1.1 Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.1.1 This Agreement entered into between the City and the Grantee is designated a Social Services REIMBURSABLE Agreement.

**1.2 Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

**1.3 Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

**1.4 Designation of Key Personnel.** The City's Contract Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Contract Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Contract Manager or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## **SECTION 2. TERM**

2.1 **Term of Agreement.** The Agreement shall be extended for a term of 12 months beginning October 1, 2020 through September 30, 2021.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

## **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the 12-month term shall not exceed the amount approved by City Council, which is **\$101,146 (One Hundred One Thousand One Hundred Forty Six dollars)**. Continuation of the Agreement beyond the 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council. Additional compensation terms are included in Exhibit B.3.

### **4.2 Reports.**

4.2.1 Grantee must submit a fully and accurately completed payment request to the City's Contract Manager using the City's contract management system by the deadline outlined in Exhibit B.3. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate payment request, the City shall process the payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.2.2 Grantee shall submit a quarterly program performance report using the format and method specified by the City no later than 11:59 p.m. Central Standard Time (CST) 15 calendar days following each calendar quarter. If the 15<sup>th</sup> calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly program performance report is extended to no later than 11:59 p.m. CST of the 1<sup>st</sup> weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.2.3 An annual Contract Progress Report, using the forms in the City's contract management system, shall be completed by the Grantee and submitted to the City within 45 calendar days following the end of each Program Period.

4.2.4 A Contract Closeout Summary Report using the forms in the City's contract management system shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.2.5 Grantee shall provide the City with a copy of the completed Agency Administration Profile (AAP) using the forms in the City's contract management system, and required AAP Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.5.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.2.5.1 Governmental Entities are not required to submit an Agency Administration Profile to the City under this Agreement.

4.2.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

#### **4.3 Grantee Policies and Procedures.**

4.3.1 Grantee shall maintain written policies and procedures aligned with best practices and approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.3.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

#### **4.4 Monitoring and Evaluation.**

4.4.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.4.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.4.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.



4.4.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

#### **4.5 Financial Audit of Grantee.**

4.5.1 Grantee shall annually contract with an independent auditor utilizing a Letter of Engagement to complete either a full financial audit or financial review. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.5.1.1 Governmental Entities are not required to submit a financial audit to the City under this Agreement.

4.5.2 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.5.3 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.5.4 Grantee shall submit a complete financial audit report or financial review which has been presented and accepted by the Board of Directors, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor.

4.5.5 Grantee shall submit an APH Board Certification Form that was signed and dated by the Grantee's Board Chair. The APH Board Certification Form confirms that the independent auditor presented the financial audit or financial review to the Grantee's Board or committee of the Board and that it was accepted by the Grantee's Board of Directors or a committee of the Board. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.5.6 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.5.7 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

#### **4.5.8 Right To Audit By Office of City Auditor.**

4.5.8.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.5.8.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

## **SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

6.1 **Insurance.** The following insurance requirements apply:

### **6.1.1 General Requirements**

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin  
**Austin Public Health**  
ATTN: Social Services Contracts  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty (30) calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

\* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

**6.1.2.2 Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If Grantee does not own any vehicles, a signed "Hired & Non-Owned Auto" Statement may be provided in conjunction with evidence of non-owned and hired Business Automobile Liability Insurance coverage.
- c. b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

**6.1.2.3 Worker's Compensation and Employers' Liability Insurance.** Coverage is required of Grantees providing services on City owned or leased property, and shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Grantee's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated annually by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

**6.2.2 Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**6.3 Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

**6.4 Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

**6.5 Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 7. WARRANTIES**

**7.1 Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

**7.2 Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

**8.1 Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

**8.1.1** In accordance with the Grantee's personnel and records retention policies, the Grantee shall retain documentation that a criminal background check was completed.

**8.2 Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety

and Health Administration (OSHA), and those found in the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), and the Energy Policy and Conservation Act (42 U.S.C. 6201). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City.  
(Source: City of Austin Ordinance 20051201-013)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

#### 8.4 **Indemnity.**

##### 8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be



delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**8.6 Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual AAP documentation.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

**8.7 Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin	VinCare Services of Austin	City of Austin
Austin Public Health	Foundation <i>dba</i> Saint Louise	Austin Public Health
Health Equity and Community	House	
Engagement Division		
ATTN: Adrienne Sturup,	ATTN: Laura Ward, Executive	ATTN: Stephanie Hayden,
Assistant Director	Director	Director
7201 Levander Loop, Bldg. E	P.O. Box 150637	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78715	Austin, TX 78702

**8.8 Confidentiality.** In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**8.9 Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

**8.10 No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**8.11 Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

**8.12 Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

**8.13 Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

**8.14 Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

**8.15 Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**8.16 Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

**8.17 Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent

of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

#### **8.18 Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### **8.19 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

#### **8.20 Living Wage Policy (If Applicable)**

The City's Living Wage Program applies to City expenditure and revenue generating non-construction contracts where all of the following apply:

- Contract is predominantly for non-construction services *performed on City Property or on City Vehicles*;
- Contract results from a formal competitive solicitation, procedurally compliant with section 252.021 of the Texas Local Government Code;
- Contract requires authorization by City Council in accordance with Article VII, Finance, Section 15 (Purchase Procedure) of the City Charter; and
- Directly assigned Contractor Employees of the Prime Contractor and all tiers of subcontracting.

8.20.1 The Grantee shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

8.20.2 The Grantee shall provide the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Agreement. The City reserves the right to request individual Employee Certifications at any time during the Agreement

term. Employee Certifications shall be signed by each employee directly assigned to the Agreement. The Employee Certification form is available on-line at:  
[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

8.20.3 Grantee shall submit employee certifications annually on the anniversary date of Agreement award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement. The Employee Certification Forms shall be submitted for employees added to the Agreement and/or to report any employee changes as they occur.

8.20.4 The Department's Contract Manager will periodically review the employee data submitted by the Grantee to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph 8.20.1 above to verify compliance with this provision.

## **8.21 Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday.

If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 **Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at:  
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

8.31 **Entire Agreement.** This Contract, together with the attached Exhibits, and any addenda and amendments thereto constitute the entire agreement between the parties, and this Contract shall not be modified, amended, altered, or changed except with the written consent of the parties.

---

5.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:

Laura Ward

**CITY OF AUSTIN**

Signature:

Linda Moore-Cohns

VINCARE SERVICES OF AUSTIN  
FOUNDATION DBA SAINT LOUISE HOUSE  
Laura Ward, Executive Director  
P.O. Box 150637  
Austin, TX 78715

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: October 7, 2020

Date: 11/9/2020

## DEFINITIONS

Agreement/Contract- General terms for a legally-binding undertaking between two parties that describes the terms, conditions, and specifications of the obligations, relationships, and responsibilities between them, and any related addenda and amendments. City of Austin Social Services Contracts are considered to be grant agreements, but commonly referred to as contracts. The terms are interchangeable throughout this Agreement.

Exhibit- An attachment to the agreement that is either programmatic (Program Exhibit) or contains additional terms and conditions (Standard Exhibit). Program Exhibits provide the detailed information for the program the City is funding through the Agreement.

Governmental Entity- An organization that is a unit of government, institution of higher education, or local taxing authority, such as a school district. Also includes quasi-governmental organizations, such as a local mental health authority.

Grantee- A vendor agency that has entered into a Social Services grant agreement with the City to provide social services to the community.

Reimbursable Agreement- An Agreement where an agency is reimbursed for expenses incurred and paid through the provision of adequate supporting documentation that verifies the expenses.

Subgrantee- An agency that has entered into a subagreement with a Grantee to provide direct client services under a Social Services Agreement, who is paid with City funds by the Grantee, and who must report program performance information to the Grantee for individuals served who are not existing clients of the Grantee for the contracted program. The Subgrantee is subject to the same terms and conditions in the Grantee's Social Services Agreement with the City.

## **Program Work Statement**

---

### ***Program Goals and Objectives***

The primary goal of Saint Louise House is to provide deeply affordable housing and comprehensive support services to women-led families who would otherwise be homeless. Through apartment-style housing and comprehensive case management, Saint Louise House will ensure that the basic needs of food, clothing, health, and shelter are met for all program participants.

Saint Louise House will also provide families with the support services, such as case management, employment services, counseling, and life skills workshops, needed to stay together and rise out of poverty.

### ***Program Clients Served***

The target client population is homeless, women-led families with incomes under 200% of the federal poverty guidelines. Clients must have a verifiable income, the ability to turn on the electricity in their name, the ability to work or go to school, and willingness to participate in case management.

Client eligibility is verified at intake and electronic and paper files are created which include a picture ID, a Certification of Homelessness, and an Initial Rent Calculation with income verification. Continued eligibility is verified a minimum of once a year through use of the City of Austin Neighborhood Housing and Community Development Department Annual Tenant Income and Rent Calculation form. Eligibility is also recertified by case managers any time a rent calculation is completed, which occurs when family income or circumstances change.

### ***Program Services and Delivery***

The program strategy combines long-term supportive housing with on-site solution-focused/strengths-based case management. Families will live in fully-furnished, two-bedroom apartments. The amount of rent each family is expected to pay will not exceed 30% of income. Rent is frequently recalculated when family income changes. Every mother is expected to participate in regular case management through which she will set goals in employment, education, money management, health, child care, and life skills. On-site services that support client goals include: licensed counseling by Saint Louise House counselors and through referrals, access to a Goodwill Job Placement Specialist, additional employment services provided by case management staff, access to computers and bus passes, life skills workshops presented by case managers and partnering organizations, a food pantry and laundry services. Case managers will provide referrals for services not provided on site. Direct assistance provided to clients but not paid for by this contract may include payments to vendors such as utility companies, pharmacies, and clinics; supermarket gift cards; bus passes; and household and hygiene supplies. This assistance is provided based on need, case manager recommendation, and program director approval. There is no time limit; as long as families are making progress on goals, they may stay at Saint Louise House as long as they need to become self-sufficient.

### ***System for Collecting and Reporting Program Data***

Saint Louise House will use the Apricot data management software to collect and report program data. Baseline measures such as income, education, and employment status will be recorded at intake. Updates to status will be made by case managers after each meeting with a program participant. Outputs such as workshops attended, direct client aid accessed, and services received will be recorded for each program participant. Recorded outcomes will include progress made toward short- and long-term goals, changes in education or employment status, and housing stability on exit.



## **Program Work Statement**

---

Monthly and annual reports will convey program status and progress.

Saint Louise House will also enter all clients into the Austin/Travis County Homelessness Management Information System (HMIS) database according to requirements in Exhibit C of this contract.

### **Performance Evaluation**

Saint Louise House will evaluate the program's performance at the individual and program level. The evaluation process will include a client assessment on program entry to record baseline measures, weekly meetings between program participants and case managers, and an exit interview process. Individual progress toward short-term goals will be evaluated and recorded during weekly meetings between case managers and program participants; progress on long-term goals will be evaluated and recorded every six months.

At the program level, monthly reports will provide aggregate snapshots of the employment and education status of program participants. Case managers will meet weekly both as a group and individually with the Program Director to identify and discuss common obstacles and program-wide trends. Data from exit interviews will be compared to baseline measures to produce program-wide progress reports.

### **Quality Improvement**

Weekly program staff meetings and individual meetings between case managers and the Program Director will review program reports to identify issues in service delivery and design activities to overcome any problems discovered. In addition, case files will be reviewed regularly by the Program Director and the Program Committee of the Board of Directors to identify issues in service and develop responses. Continued evaluation will determine whether corrective actions have been effective.

### **Service Coordination with Other Agencies**

The Saint Louise House Admissions Specialist maintains relationships with other housing programs such as SafePlace, Posada Esperanza, Austin Shelter for Women and Children, and LifeWorks in order to refer and receive clients for housing. Saint Louise House coordinates closely with LifeWorks, Capital Area Counseling, and ATCIC to provide referrals that meet the counseling and behavioral health needs of program participants that go beyond what can be offered on site. Texas Rio Grande Legal Aid has provided training to Saint Louise House case managers on immigration law and available resources. Saint Louise House maintains partnerships with YMCA for "Bridges" child care assistance, with Capital Area Food Bank for the on-site food pantry, and with AISD's Project HELP for assistance enrolling students in school. Other partners include the Free Minds Project, Dress for Success, Operation School Bell, American Gateways, American Youthworks, many others.

Through Austin Energy's Financial Support Plus One program, Saint Louise House provides utility assistance to program participants and the community at-large. A relationship with Goodwill provides office space for a Goodwill Job Placement Specialist to meet with program participants on site at Saint Louise House. Through Capital Metro's Basic Transportation Needs Fund, bus passes are purchased at a 75% discount and distributed free of charge to program participants. An MOU with the Texas Health and Human Services Commission allows Saint Louise House to serve as an access point for applicants and recipients of HHS benefits programs such as Medicaid, CHIP, SNAP, and TANF.

## Program Work Statement

---

### ***Service Collaboration with Subgrantees***

There are no formal collaborations funded through this program.

### ***Community Planning Activities***

Saint Louise House is a participant in the City of Austin's Rental Housing Development Assistance (RHDA) program. Saint Louise House collaborates with other nonprofit developers as a participant in the Austin Housing Coalition (formerly the HOME CHDO Roundtable.)

Saint Louise House also participates with the Ending Community Homelessness Coalition (ECHO) dedicated to planning, prioritizing and developing strategies to end homelessness in Austin. The Saint Louise House Program Director actively participates in the ECHO Housing Work Group and with the CTOSH listserve. Saint Louise House stays connected to other nonprofit service delivery planning efforts in the community through active memberships in Greenlights, TANO, and One Voice Central Texas.

Contract Term: 09/01/2015 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

**Program Performance****Output - Unduplicated Clients Served**

<u>City Goal</u>	<u>Other Funding Goal</u>	<u>Total Program Goal</u>
12	110	122

**Outcomes - City Business Plan****HOUSING, HOMELESS INTERVENTION, BASIC NEEDS**

(Numerator / Denominator = Rate)

		<u>Goal</u>
Numerator	1C: Number of households receiving services that maintain housing due to receiving essential service	31
Denominator	1C: Number of households receiving essential services	34
Rate	1C: Percent of households that maintain housing due to receiving essential services	91.18%

Contract Term: 09/01/2015 - 09/30/2021  
 Program Period: 10/01/2020 - 09/30/2021

**Program Budget and Narrative**

	<b>City Funds</b>	<b>Other Funds</b>	<b>Total</b>
Personnel			
Salaries	\$65,000.00	\$869,126.00	\$934,126.00
Fringe and Payroll Taxes	\$9,100.00	\$141,300.00	\$150,400.00
	<b>\$74,100.00</b>	<b>\$1,010,426.00</b>	<b>\$1,084,526.00</b>
Operations			
General Operations	\$27,046.00	\$243,454.00	\$270,500.00
Outsourced Professional Services	\$0.00	\$0.00	\$0.00
Supplemental Programmatic Services	\$0.00	\$0.00	\$0.00
Training/Travel Outside Austin and/or Travis County	\$0.00	\$0.00	\$0.00
	<b>\$27,046.00</b>	<b>\$243,454.00</b>	<b>\$270,500.00</b>
Assistance to Clients			
Rental/Mortgage Assistance	\$0.00	\$0.00	\$0.00
General Housing Assistance	\$0.00	\$10,000.00	\$10,000.00
Direct Client Assistance	\$0.00	\$80,000.00	\$80,000.00
Client Food and Beverage	\$0.00	\$15,000.00	\$15,000.00
	<b>\$0.00</b>	<b>\$105,000.00</b>	<b>\$105,000.00</b>
Capital Outlay			
Capital Outlay - \$5,000.00	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Deliverables Amount			
Deliverables Amount	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Subgrantees/Subrecipients			
Personnel-Sub	\$0.00	\$0.00	\$0.00
Operations-Sub	\$0.00	\$0.00	\$0.00
Direct Client Assistance-Sub	\$0.00	\$0.00	\$0.00
Other-Sub	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Program Income			
Program Income (Zero dollars budgeted for monthly credit)	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other			
Other	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$101,146.00</b>	<b>\$1,358,880.00</b>	<b>\$1,460,026.00</b>

## Program Budget and Narrative

### Personnel

Salaries, benefits and employment taxes for staff working on the program .

### Operations

Includes cost of property maintenance and repair as well as other associated property costs such as management fees, contract services, equipment under \$5,000, materials and supplies, insurance, janitorial services, and utilities. Also includes administrative costs such as computer software, dues and subscriptions, postage, printing and production, telephone and internet, bank services, office supplies, storage, special events, staff development and training, travel, volunteer management, clinical supervision and Jesuit Volunteer Corp fees.

### Assistance to Clients

### Capital Outlay

### Deliverables Amount

### Program Subgrantees

### Program Income

### Other



## City of Austin

# **Social Services Compensation Terms**

1. The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative, or Exhibit A.1, Program Work Statement (Deliverables), as applicable.

2. **Request for Payment**

Payment to the Grantee shall be due 30 calendar days following receipt by the City of the Grantee's fully and accurately completed payment request, using the City's contract management system. The payment request must be submitted to the City no later than 11:59 p.m. Central Standard Time 25 calendar days following the end of the month covered by the payment request. **If the 25<sup>th</sup> calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request is extended to no later than 11:59 p.m. Central Standard Time of the 1<sup>st</sup> weekday immediately following the weekend or holiday.**

3. **Documentation**

3.1. **FOR DELIVERABLE AGREEMENTS:** Grantee must provide the City with supporting documentation as described in Exhibit A.1, Program Work Statement (Deliverables) for each monthly Payment Request where an agreement deliverable is being submitted.

3.2. **FOR REIMBURSEABLE AGREEMENTS:** Grantee must provide the City with supporting documentation for each monthly payment request which includes, but is not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system.

3.2.1. Appropriate supporting documentation includes:

- General Ledger Detail report from the Grantee's financial management system
- Transaction Detail by Account Report from the Grantee's financial management system
- Other reports that meet all of the following specifications:
  - produced from the Grantee's accounting system with no manual changes or adjustments
  - submitted in PDF format
  - includes date the report was created
  - demonstrates specific expenses for which reimbursement is being requested
  - demonstrates that City of Austin funds are maintained in a separate numbered bank account or standalone general operating account that includes only City expenses and reimbursements.

4. **Right of Final Approval.**

The City retains right of final approval of any supporting documentation submitted before a payment request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the payment request. The City reserves the right to modify the required supporting documentation, as needed.

4.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

## **5. Payment.**

5.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 3 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

5.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

5.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

5.3.1 delivery of unsatisfactory services by the Grantee;

5.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

5.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

5.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

5.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

5.3.6 failure of the Grantee to submit proper payment requests with all required attachments and supporting documentation;

5.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

5.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

5.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

**6. Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

7. **Travel Expenses** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares other than coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

8. **Final Payment and Close-Out**

8.2 The making and acceptance of final payment will constitute:

8.2.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

8.2.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

9. **Financial Terms**

9.2 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 10 of this Exhibit.

9.3 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 3 of the Agreement, and any other deliverable required under this Agreement.

9.4 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

9.5 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Section 2.1, or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

9.6 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

9.7 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with



the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

- 9.8 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.
- 9.9 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

#### **10. Allowable and Unallowable Costs**

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

- 10.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in the attached Program Exhibits, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 11:59 p.m. CST 5 calendar days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

- 10.1.1 To be allowable under this Agreement, a cost must meet all of the following general criteria:

- Be reasonable for the performance of the activity under the Agreement
- Conform to any limitations or exclusions set forth in this Agreement
- Be consistent with policies and procedures that apply uniformly to both government- financed and other activities of the organization
- Be determined and accounted in accordance with generally accepted accounting principles (GAAP)
- Be adequately documented

- 10.2 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities;
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard, and American Express;
3. Equipment and other capital expenditures;

4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement;
5. Organization costs (costs in connection with the establishment or reorganization of an organization);
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000;
7. Selling and marketing; or
8. Travel/training outside Travis County.

10.3 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages;
2. Bad debts;
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity;
4. Contingency provisions (funds) (*Self-insurance reserves and pension funds are allowable*);
5. Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
6. Deferred costs;
7. Depreciation;
8. Donations and contributions, including donated goods or space;
9. Entertainment costs, other than expenses related to client incentives;
10. Fines and penalties (including late fees);
11. Fundraising and development costs;
12. Goods or services for officers' or employees' personal use;
13. Housing and personal living expenses for organization's officers or employees;
14. Idle facilities and idle capacity;
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant;
16. Lobbying or other expenses related to political activity;
17. Losses on other agreements or casualty losses;
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement;
19. Taxes, other than payroll and other personnel-related levies; or
20. Travel outside of the United States of America.

## **11. Ownership of Property.**

11.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

11.1.1 If the services funded by this Agreement are provided in a facility owned by the City or leased from the Travis County, , ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement shall remain with the City.

11.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due as indicated in Section 4.2.3 of the Agreement, as well as in the Agreement Closeout Summary Report, as indicated in Section 4.2.4 of the Agreement.

11.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION,  
ISRAEL VERIFICATION, INTERESTED PARTIES, CONFLICTS OF INTEREST**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer,*

demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 7th day of October, 2020

CONTRACTOR

Authorized  
Signature

Title

*Vincare Services of Aushu Foundation*

*Sanna Ward*

*Executive Director*

### **PROHIBITION OF BOYCOTT OF ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract:

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Grantee qualifies as a "company", then the Principal Artist verifies that he:
  - i. does not "boycott Israel"; and
  - ii. will not "boycott Israel" during the term of this Contract.
- C. The Grantee's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

A COURT OF COMPETENT JURISDICTION HAS RECENTLY ENJOINED THE ABOVE STATE LAW. HOWEVER, IF THIS INJUNCTION IS LIFTED OR STAYED BY A COURT OR OTHER ENTITY OF COMPETENT JURISDICTION, THIS SECTION WILL BE AN ENFORCEABLE AND REQUIRED TERM OF YOUR CONTRACT WITH THE CITY. IF YOU DISAGREE WITH THE ABOVE SECTION OF THE CONTRACT, PLEASE STRIKE THROUGH IT OR INDICATE YOUR OBJECTION IN THE EXCEPTIONS SECTION. YOUR CONTRACT WILL NOT BE AFFECTED BY STRIKING THROUGH THIS PROVISION, AT THIS TIME.

### **INTERESTED PARTIES DISCLOSURE (FORM 1295)**

As a condition to entering the Contract, the Business Entity constituting the Grantee must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring City Council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will verify the "Certificate of Interested Parties" with the Texas Ethics Commission prior to execution of the Agreement. The Grantee is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **CHAPTER 176 CONFLICT OF INTEREST DISCLOSURE**

In accordance with Chapter 176 of the Texas Local Government Code, Grantee must file a Conflict of Interest Questionnaire (Questionnaire) with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City, and update the questionnaire not later than seven (7) business days after becoming aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Grantee has a continuing obligation to file the Questionnaire in accordance with the requirements of Chapter 176 of the Texas Local Government Code once it becomes aware of a need to do so. The Questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.



Amendment No. 5  
to  
Agreement No. 9100 NG150000042  
for  
Social Services  
between  
**VINCARE SERVICES OF AUSTIN FOUNDATION**  
**DBA**  
**SAINT LOUISE HOUSE**  
and the  
**CITY OF AUSTIN**  
(*Saint Louise House*)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***One Hundred One Thousand One Hundred Forty Six dollars (\$101,146)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 273,000
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 16,380	\$ 289,380
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 4,438	\$ 293,818
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 2,467	\$ 296,285
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 101,146	\$ 397,431
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 101,146	\$ 498,577

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/8/2019]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/8/2019]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$101,146 (One Hundred One Thousand One Hundred Forty Six dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

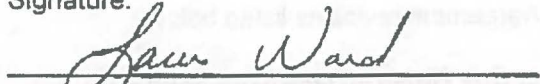
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:



VINCARE SERVICES OF AUSTIN  
FOUNDATION DBA SAINT LOUISE HOUSE  
Laura Ward, Executive Director  
P.O. Box 150637  
Austin, TX 78715

Date: August 28, 2019

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 9-27-19



***Program Performance Measures****Contract Start*  
9/1/2015*Contract End*  
9/30/2020*Period Performance Start*  
10/1/2019*Period Performance End*  
9/30/2020***Outputs***

<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>		
		<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served	12	110	122

# **Program Performance Measures**

**Contract Start**  
9/1/2015

**Contract End**  
9/30/2020

**Period Performance Start**  
10/1/2019

**Period Performance End**  
9/30/2020

## **Outcomes**

<b>OC Item</b>	<b>Outcome Measure Description</b>	<b>Total Program Goal</b>
1 Num	Number of households receiving services that maintain housing due to receiving essential services	31
1 Den	Number of households receiving essential services	34
1 Rate	Percent of households that maintain housing due to receiving essential services	91.18

**Program Budget and Narrative**

Program Start 10/1/2019  
 Program End 9/30/2020

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
<i>Salary plus Benefits</i>	<b>\$60,927.00</b>	<b>\$671,865.00</b>	<b>\$732,792.00</b>
<i>General Operations Expenses</i>	<b>\$40,219.00</b>	<b>\$238,456.00</b>	<b>\$278,675.00</b>
<i>Program Subgrantees</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>Staff Travel</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>Conferences</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>Operations SubTotal</i>	<b>\$40,219.00</b>	<b>\$238,456.00</b>	<b>\$278,675.00</b>
<i>Food and Beverages for Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>Financial Direct Assistance to Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>Other Assistance</i>	Please Specify	Please Specify	Please Specify
<i>Other Assistance Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>Total</i>	<b>\$101,146.00</b>	<b>\$910,321.00</b>	<b>\$1,011,467.00</b>

**Detailed Budget Narrative****Salaries plus Benefits**

Salaries, benefits and employment taxes for staff working on the program.

**General Op Expenses**

Includes cost of property maintenance and repair as well as other associated property costs such as management fees, contract services, equipment under \$5,000, materials and supplies, insurance, janitorial services, and utilities. Also includes administrative costs such as computer software, dues and subscriptions, postage, printing and production, telephone and internet, bank services, office supplies, storage, special events, staff development and training, travel, volunteer management, clinical supervision and Jesuit Volunteer Corp fees.

**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 4  
to  
Agreement No. NG150000042  
for  
Social Services  
between  
**VINCARE SERVICES OF AUSTIN FOUNDATION**  
**DBA**  
**SAINT LOUISE HOUSE**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***One Hundred One Thousand One Hundred Forty Six dollars (\$101,146)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 273,000
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 16,380	\$ 289,380
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 4,438	\$ 293,818
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 2,467	\$ 296,285
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 101,146	\$ 397,431

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/12/2018]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 6/12/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

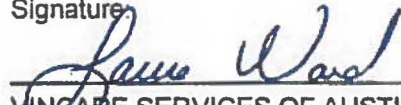
4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$101,146 (*One Hundred One Thousand One Hundred Forty Six dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:



VINCARE SERVICES OF AUSTIN  
FOUNDATION DBA SAINT LOUISE HOUSE  
Laura Ward, Executive Director  
P.O. Box 150637  
Austin, TX 78715

Date: August 1, 2018

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 10/09/18

## Program Performance Measures

**Contract Start**  
9/1/2015

**Contract End**  
9/30/2019

**Period Performance Start**  
10/1/2018

**Period Performance End**  
9/30/2019

### Outputs

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	12	110	122

***Program Performance Measures***

*Contract Start*  
9/1/2015

*Contract End*  
9/30/2019

*Period Performance Start*  
10/1/2018

*Period Performance End*  
9/30/2019

***Outcomes***

<b><i>OC Item</i></b>	<b><i>Outcome Measure Description</i></b>	<b><i>Total Program Goal</i></b>
1 Num	Number of households receiving services that maintain housing due to receiving essential services	31
1 Den	Number of households receiving essential services	34
1 Rate	Percent of households that maintain housing due to receiving essential services	91.18



## Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	City Share	Other	Total
<b>Salary plus Benefits</b>	<b>\$60,927.00</b>	<b>\$671,865.00</b>	<b>\$732,792.00</b>
General Operations Expenses	\$40,219.00	\$238,456.00	\$278,675.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$40,219.00</b>	<b>\$238,456.00</b>	<b>\$278,675.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$101,146.00</b>	<b>\$910,321.00</b>	<b>\$1,011,467.00</b>

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits and employment taxes for staff working on the program.

#### General Op Expenses

Includes cost of property maintenance and repair as well as other associated property costs such as management fees, contract services, equipment under \$5,000, materials and supplies, insurance, janitorial services, and utilities. Also includes administrative costs such as computer software, dues and subscriptions, postage, printing and production, telephone and internet, bank services, office supplies, storage, special events, staff development and training, travel, volunteer management, clinical supervision and Jesuit Volunteer Corp fees.

#### Program Subgrantees

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay





Amendment No. 3  
to  
Agreement No. NG150000042  
for  
Social Services  
between  
**VINCARE SERVICES OF AUSTIN FOUNDATION**  
**DBA**  
**SAINT LOUISE HOUSE**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Two Thousand Four Hundred Sixty Seven dollars (\$2,467)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 273,000
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 16,380	\$ 289,380
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 4,438	\$ 293,818
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 2,467	\$ 296,285

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 12/6/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$296,285 (Two Hundred Ninety Six Thousand Two Hundred Eighty Five dollars)**, and \$101,146 (One Hundred One Thousand One Hundred Forty Six dollars) per 12 month extension option, for a total Agreement amount of \$599,723. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$101,146 (One Hundred One Thousand One Hundred Forty Six dollars).

6.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**


Signature:

  
VINCARE SERVICES OF AUSTIN  
FOUNDATION DBA SAINT LOUISE HOUSE  
Laura Ward, Executive Director  
P.O. Box 150637  
Austin, TX 78715

Date: December 13, 2017

**CITY OF AUSTIN**

Signature:

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 01/29/18

**Program Budget and Narrative**

	<b>1</b>	<b>Period 2</b>	<b>3</b>	<b>Contract Start Contract End</b>	<b>9/1/2015 9/30/2018</b>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
<b>Salary plus Benefits</b>	<b>\$58,460.00</b>	<b>\$58,460.00</b>	<b>\$60,927.00</b>		<b>\$177,847.00</b>
General Operations Expenses	\$38,000.00	\$40,219.00	\$40,219.00		\$118,438.00
Program Subgrantees	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
<b>Operations SubTotal</b>	<b>\$38,000.00</b>	<b>\$40,219.00</b>	<b>\$40,219.00</b>		<b>\$118,438.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>\$96,460.00</b>	<b>\$98,679.00</b>	<b>\$101,146.00</b>		<b>\$296,285.00</b>
Total Period Percentage	32.56	33.31	34.14		

**Detailed Budget Narrative****Salaries plus Benefits**

Salaries, benefits and employment taxes for staff working on the program.

**General Op Expenses**

Includes cost of property maintenance and repair as well as other associated property costs such as management fees, contract services, equipment under \$5,000, materials and supplies, insurance, janitorial services, and utilities. Also includes administrative costs such as computer software, dues and subscriptions, postage, printing and production, telephone and internet, bank services, office supplies, storage, special events, staff development and training, travel, volunteer management, clinical supervision and Jesuit Volunteer Corp fees.

**Program Subgrantees****Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

**Applications Funded in Response to RFP EAD0116**  
**Self Sufficiency Social Services**

<b>Evaluation Score</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>37-Month Funding</b>	<b>3, 12-Month Extension Options</b>	<b>Total Contract Amount</b>
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Rio Grande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 2  
to  
Contract No. NG150000042  
for  
Social Services  
between  
**VINCARE SERVICES OF AUSTIN FOUNDATION**  
**DBA**  
**SAINT LOUISE HOUSE**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Four Thousand Four Hundred Thirty Eight dollars (\$4,438)***. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 273,000
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 16,380	\$ 289,380
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 4,438	\$ 293,818

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/11/2017]

**Exhibit E – Business Associate Agreement** is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council,



which is **\$293,818 (Two Hundred Ninety Three Thousand Eight Hundred Eighteen dollars)**, and **\$98,679 (Ninety Eight Thousand Six Hundred Seventy Nine dollars)** per 12 month extension option, for a total Agreement amount of \$589,855. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$98,679 (*Ninety Eight Thousand Six Hundred Seventy Nine dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$98,679 (*Ninety Eight Thousand Six Hundred Seventy Nine dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation**. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against

which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use



13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ctkodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

## 5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards**. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.



**8.28.1 Business Associate Agreement.** If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

**Section 8.29 Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

**Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

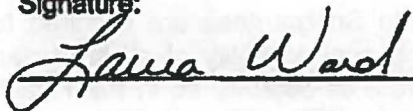
In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

- 6.0 MBE/WBE goals were not established for this Contract.
- 7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

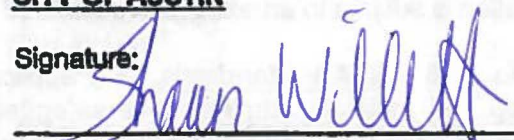
**CONTRACTOR**

Signature:

\_\_\_\_\_

**CITY OF AUSTIN**

Signature:

\_\_\_\_\_

VINCARE SERVICES OF AUSTIN  
FOUNDATION DBA SAINT LOUISE HOUSE  
Laura Ward, Executive Director  
P.O. Box 150637  
Austin, TX 78715

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: February 28, 2017

Date: 3/23/2017

**Program Budget and Narrative**

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	<b>9/1/2015</b>	<b>10/1/2016</b>	<b>10/1/2017</b>		
<i>Period End Date</i>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>	<b>Total</b>	
<i>Salary plus Benefits</i>	<b>\$58,460.00</b>	<b>\$58,460.00</b>	<b>\$58,460.00</b>	<b>\$175,380.00</b>	
<i>General Operations Expenses</i>	<b>\$38,000.00</b>	<b>\$40,219.00</b>	<b>\$40,219.00</b>	<b>\$118,438.00</b>	
<i>Program Subcontractors</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Staff Travel</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Conferences</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Operations SubTotal</i>	<b>\$38,000.00</b>	<b>\$40,219.00</b>	<b>\$40,219.00</b>	<b>\$118,438.00</b>	
<i>Food and Beverages for Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Financial Direct Assistance to Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Other Assistance Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$96,460.00</b>	<b>\$98,679.00</b>	<b>\$98,679.00</b>	<b>\$293,818.00</b>	
<i>Total Period Percentage</i>	<b>32.83</b>	<b>33.59</b>	<b>33.59</b>		

**Detailed Budget Narrative**

<b>Salaries plus Benefits</b>	<i>Partial wages for full-time and part-time positions including: Executive Director, Director of Operations, Director of Development and Communications, Volunteer Coordinator, Grants Manager (PT), Accountant (PT), Facilities Maintenance Manager, Facilities Maintenance Worker (PT), Counselor/Case Manager, Case Manager/Admissions Specialist, Program Director and Case Manager Supervisor. Benefits include employment taxes, worker's compensation insurance, and employee health insurance.</i>
<b>General Op Expenses</b>	<i>Includes cost of property maintenance and repair as well as other associated property costs such as management fees, contract services, equipment under \$5,000, materials and supplies, insurance, janitorial services, and utilities. Also includes administrative costs such as computer software, dues and subscriptions, postage, printing and production, telephone and internet, bank services, office supplies, storage, special events, staff development and training, travel, volunteer management, clinical supervision and Jesuit Volunteer Corp fees.</i>
<b>Program Subcontractors</b>	
<b>Staff Travel</b>	
<b>Conferences</b>	
<b>Food and Beverage</b>	
<b>Financial Assistance</b>	
<b>Other Assistance</b>	
<b>Capital Outlay</b>	



## **BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### **RECITALS**

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. **Definitions.** Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
2. **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
3. **Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
4. **Designated Record Set.** "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
  6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
  7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
  8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
  9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
  10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
  11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
  12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
  13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:



- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
  - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. § 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.
  - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. § 164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
  2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
  3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to



the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

**G. Term and Termination.**

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. Miscellaneous.

1. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. **Survival.** The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.



12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

**Applications Funded in Response to RFP EAD0116**  
**Self Sufficiency Social Services**

<b>Evaluation Score</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>37-Month Funding</b>	<b>3, 12-Month Extension Options</b>	<b>Total Contract Amount</b>
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 1  
to  
Contract No. NG150000042  
for  
Social Services  
between  
**VINCARE SERVICES OF AUSTIN FOUNDATION**  
**DBA**  
**SAINT LOUISE HOUSE**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is ***Sixteen Thousand Three Hundred Eighty dollars (\$16,380)***. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 273,000
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 16,380	\$ 289,380

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/14/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

**Section 4.1 [Contract Amount]**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is ***\$289,380 (Two Hundred Eighty Nine Thousand Three Hundred Eighty dollars)***, and ***\$96,460 (Ninety Six Thousand Four Hundred Sixty dollars)*** per twelve (12) month extension option, for a total Contract amount of \$578,760. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

**Section 4.1.2** Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed ***\$96,460 (Ninety Six Thousand Four Hundred Sixty dollars)***;

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$96,460 (*Ninety Six Thousand Four Hundred Sixty dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$96,460 (*Ninety Six Thousand Four Hundred Sixty dollars*).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

**CONTRACTOR**

Signature:

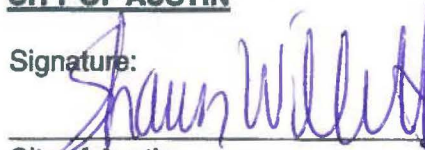


VINCARE SERVICES OF AUSTIN  
FOUNDATION DBA SAINT LOUISE HOUSE  
Laura Ward, Executive Director  
P.O. Box 150637  
Austin, TX 78715

Date: 3/30/2016

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date:

7/7/16



## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	<b>9/1/2015</b>	<b>10/1/2016</b>	<b>10/1/2017</b>		
<i>Period End Date</i>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>		
<i>Salary plus Benefits</i>	<b>\$58,460.00</b>	<b>\$58,460.00</b>	<b>\$58,460.00</b>	<b>Total</b>	<b>\$175,380.00</b>
<i>General Operations Expenses</i>	<b>\$38,000.00</b>	<b>\$38,000.00</b>	<b>\$38,000.00</b>		<b>\$114,000.00</b>
<i>Program Subcontractors</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Staff Travel</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Conferences</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Operations SubTotal</i>	<b>\$38,000.00</b>	<b>\$38,000.00</b>	<b>\$38,000.00</b>		<b>\$114,000.00</b>
<i>Food and Beverages for Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Financial Direct Assistance to Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Other Assistance Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Total</i>	<b>\$96,460.00</b>	<b>\$96,460.00</b>	<b>\$96,460.00</b>		<b>\$289,380.00</b>
<i>Total Period Percentage</i>	<b>33.33</b>	<b>33.33</b>	<b>33.33</b>		

### Detailed Budget Narrative

#### Salaries plus Benefits

Partial wages for ten full-time and three part-time positions: Executive Director, Director of Operations, Director of Development and Communications, Volunteer Coordinator, Grants Manager (PT), Accountant (PT), Facilities Maintenance Manager, Facilities Maintenance Worker (PT), Counselor/Case Manager (3), Case Manager/Admissions Specialist, Program Director. Benefits include employment taxes, worker's compensation insurance, and employee health insurance.

#### General Op Expenses

Includes cost of property maintenance and repair as well as other associated property costs such as management fees, contract services, equipment under \$5,000, materials and supplies, insurance, janitorial services, utilities, and taxes. Also includes administrative costs such as computer software, dues and subscriptions, postage, printing and production, telephone and internet, bank services, office supplies, storage, special events, staff development and training, travel, volunteer management, clinical supervision and Jesuit Volunteer Corp fees.

#### Program Subcontractors

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay

**Applications Funded in Response to RFP EAD0116**  
**Self Sufficiency Social Services**

<b>Evaluation Score</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>37-Month Funding</b>	<b>3, 12-Month Extension Options</b>	<b>Total Contract Amount</b>
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Program	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Rio Grande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



## **Table of Contents**

**Executive Summary**

**Table of Contents**

**Application**

**Attachments**

### **Memoranda of Understanding**

- With Goodwill Industries of Central Texas
- With the Health & Human Services Commission
- With ECHO Austin/Travis County Homeless Management Information System (HMIS)

### **Position Descriptions**

- Executive Director
- Program Director
- Case Manager/Counselor
- Case Manager/Admissions Specialist
- Director of Operations
- Director of Communication and Development
- Volunteer Coordinator
- Facilities Manager
- Facilities Worker
- Grant Manager
- Jesuit Volunteer Corps Volunteer

### **Employee Violence and Threat Assessment Policy**

**Offer Sheet**

**Section 0605 Local Business Presence Identification Form**

**Section 0615 Connection to Self-Sufficiency Goals and Life Continuum Categories**

**Section 0640 Program Performance Measures and Goals**

**Section 0645 Program Staff Positions and Time**

**Section 0650 Program Budget and Narrative**

**Section 0655 Program Funding Summary**

**Section 0835 Non-Resident Bidder Provisions**



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR APPLICATION (RFA)**

---

**SOLICITATION NO:** EAD0116

**DATE ISSUED:** 2/24/14

**COMMODITY CODE:** 95243

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

**Phone:** (512) 972-4017

**E-Mail:** [Erin.D'Vincent@austintexas.gov](mailto:Erin.D'Vincent@austintexas.gov)

Questions regarding the RFA shall be sent to  
[CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Self Sufficiency Social  
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**APPLICATION DUE PRIOR TO:** 4/24/14, 11 AM, local time

**APPLICATION CLOSING TIME AND DATE:** 4/24/14, 11 AM, local  
time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**All documents shall be submitted the address below:**

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

---

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR  
FLASH DRIVE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: VinCare Services of Austin Foundation dba Saint Louise House

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Sharon Bieser

Title: Executive Director

Signature of Officer or Authorized Representative: Sharon Bieser

E-Mail Address: sbieser@saintlouiseshouse.org

Phone Number: 512-302-0027

Date: 4/22/14

\* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN  
THE CITY OF AUSTIN  
AND  
VINCARE SERVICES OF AUSTIN FOUNDATION  
DBA  
SAINT LOUISE HOUSE  
FOR  
SOCIAL SERVICES**

**CONTRACT NO. NG150000042**

**CONTRACT AMOUNT: \$273,000**

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and VinCare Services of Austin Foundation *dba* Saint Louise House ("Contractor"), a Texas non-profit corporation, having offices at P.O. Box 150637, Austin, TX 78715.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Vella Karman or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Laura Ward, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## **SECTION 2. TERM**

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

## **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$273,000 (Two Hundred Seventy Three Thousand dollars)**, and **\$91,000 (Ninety One Thousand dollars)** per twelve (12) month extension option, for a total Contract amount of \$546,000. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.



- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed *\$91,000 (Ninety One Thousand dollars)*;

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed *\$91,000 (Ninety One Thousand dollars)*;

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed *\$91,000 (Ninety One Thousand dollars)*.

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ctkodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

**The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.**

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.



4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.



#### **4.7 Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

#### **4.8 Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.

3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

#### 4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide



complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

#### 4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
  - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
  - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the



Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

**4.13 Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

## SECTION 5. TERMINATION

- 5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

### 6.1.1 **General Requirements**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin  
Health and Human Services Department  
ATTN: Community Based Resources  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

\* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage



6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the

equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

## SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)
- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 8.4 **Indemnity.**
- 8.4.1 Definitions:
- 8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- 8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;
- 8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- 8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- 8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE



PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	VinCare Services of Austin Foundation dba Saint Louise House	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Laura Ward, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	P.O. Box 150637 Austin, TX 78715	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a



condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November



Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

**8.25 Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**8.26 Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**VINCARE SERVICES OF AUSTIN CITY OF AUSTIN  
FOUNDATION DBA  
SAINT LOUISE HOUSE**

Signature: Laura L. Ward

Name: Laura L. Ward  
Printed Name

Title: Executive Director

Date: June 4, 2015

Signature: James Scarborough

Name: JAMES SCARBOROUGH  
PURCHASING OFFICE

Date: 8/18/15

## **EXHIBITS**

### **Exhibit A – Program Forms**

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

### **Exhibit B – Program Budget Forms**

- B.1** Program Budget and Narrative

### **Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification**

### **Exhibit D- Homeless Management Information System (HMIS) Reporting Requirements**

## ***Program Work Statement***

***Contract Start Date***

**9/1/2015**

***Contract End Date***

**9/30/2018**

---

### ***Program Goals And Objectives***

The primary goal of Saint Louise House is to provide deeply affordable housing and comprehensive support services to women-led families who would otherwise be homeless. Through apartment-style housing and comprehensive case management, Saint Louise House will ensure that the basic needs of food, clothing, health, and shelter are met for all program participants.

Saint Louise House will also provide families with the support services, such as case management, employment services, counseling, and life skills workshops, needed to stay together and rise out of poverty.

### ***Program Clients Served***

The target client population is homeless, women-led families with incomes under 200% of the federal poverty guidelines. Clients must have a verifiable income, the ability to turn on the electricity in their name, the ability to work or go to school, and willingness to participate in case management.

Client eligibility is verified at intake and electronic and paper files are created which include a picture ID, a Certification of Homelessness, and an Initial Rent Calculation with income verification. Continued eligibility is verified a minimum of once a year through use of the City of Austin Neighborhood Housing and Community Development Department Annual Tenant Income and Rent Calculation form. Eligibility is also recertified by case managers any time a rent calculation is completed, which occurs when family income or circumstances change.

### ***Program Services And Delivery***

The program strategy combines long-term supportive housing with on-site solution-focused/strengths-based case management. Families will live in fully-furnished, two-bedroom apartments. The amount of rent each family is expected to pay will not exceed 30% of income. Rent is frequently recalculated when family income changes. Every mother is expected to participate in regular case management through which she will set goals in employment, education, money management, health, child care, and life skills. On-site services that support client goals include: licensed counseling by Saint Louise House counselors and through referrals, access to a Goodwill Job Placement Specialist, additional employment services provided by case management staff, access to computers and bus passes, life skills workshops presented by case managers and partnering organizations, a food pantry and laundry services. Case managers will provide referrals for services not provided on site. Direct assistance provided to clients but not paid for by this contract may include payments to vendors such as utility companies, pharmacies, and clinics; supermarket gift cards; bus passes; and household and hygiene supplies. This assistance is provided based on need, case manager recommendation, and program director approval. There is no time limit; as long as families are making progress on goals, they may stay at Saint Louise House as long as they need to become self-sufficient.

### ***System for Collecting and Reporting Program Data***

Saint Louise House will use the Apricot data management software to collect and report program data. Baseline measures such as income, education, and employment status will be recorded at intake. Updates to status will be made by case managers after each meeting with a program participant. Outputs such as workshops attended, direct client aid accessed, and services received will be recorded for each program participant. Recorded outcomes will include progress made toward short- and long-term goals, changes in education or employment status, and housing stability on exit.

Monthly and annual reports will convey program status and progress.

Saint Louise House will also enter all clients into the Austin/Travis County Homelessness Management Information System (HMIS) database according to requirements in Exhibit C of this contract.

### ***Performance Evaluation***

Saint Louise House will evaluate the program's performance at the individual and program level. The evaluation process will include a client assessment on program entry to record baseline measures, weekly meetings between program participants and case managers, and an exit interview process. Individual progress toward short-term goals will be evaluated and

*Created 4/21/2015 8:53:00 PM*

*Last Modified, If Applicable 6/4/2015 9:52:00 AM*



## ***Program Work Statement***

***Contract Start Date***

9/1/2015

***Contract End Date***

9/30/2018

recorded during weekly meetings between case managers and program participants; progress on long-term goals will be evaluated and recorded every six months.

At the program level, monthly reports will provide aggregate snapshots of the employment and education status of program participants. Case managers will meet weekly both as a group and individually with the Program Director to identify and discuss common obstacles and program-wide trends. Data from exit interviews will be compared to baseline measures to produce program-wide progress reports.

### ***Quality Improvement***

Weekly program staff meetings and individual meetings between case managers and the Program Director will review program reports to identify issues in service delivery and design activities to overcome any problems discovered. In addition, case files will be reviewed regularly by the Program Director and the Program Committee of the Board of Directors to identify issues in service and develop responses. Continued evaluation will determine whether corrective actions have been effective.

### ***Service Coordination with Other Agencies***

The Saint Louise House Admissions Specialist maintains relationships with other housing programs such as SafePlace, Posada Esperanza, Austin Shelter for Women and Children, and LifeWorks in order to refer and receive clients for housing. Saint Louise House coordinates closely with LifeWorks, Capital Area Counseling, and ATCIC to provide referrals that meet the counseling and behavioral health needs of program participants that go beyond what can be offered on site. Texas Rio Grande Legal Aid has provided training to Saint Louise House case managers on immigration law and available resources. Saint Louise House maintains partnerships with YMCA for "Bridges" child care assistance, with Capital Area Food Bank for the on-site food pantry, and with AISD's Project HELP for assistance enrolling students in school. Other partners include the Free Minds Project, Dress for Success, Operation School Bell, American Gateways, American Youthworks, many others.

Through Austin Energy's Financial Support Plus One program, Saint Louise House provides utility assistance to program participants and the community at-large. A relationship with Goodwill provides office space for a Goodwill Job Placement Specialist to meet with program participants on site at Saint Louise House. Through Capital Metro's Basic Transportation Needs Fund, bus passes are purchased at a 75% discount and distributed free of charge to program participants. An MOU with the Texas Health and Human Services Commission allows Saint Louise House to serve as an access point for applicants and recipients of HHS benefits programs such as Medicaid, CHIP, SNAP, and TANF.

### ***Service Collaboration with Other Agencies***

There are no formal collaborations funded through this program.

### ***Community Planning Activities***

Saint Louise House is a participant in the City of Austin's Rental Housing Development Assistance (RHDA) program. Saint Louise House collaborates with other nonprofit developers as a participant in the Austin Housing Coalition (formerly the HOME CHDO Roundtable.)

Saint Louise House also participates with the Ending Community Homelessness Coalition (ECHO) dedicated to planning, prioritizing and developing strategies to end homelessness in Austin. The Saint Louise House Program Director actively participates in the ECHO Housing Work Group and with the CTOSH listserve. Saint Louise House stays connected to other nonprofit service delivery planning efforts in the community through active memberships in Greenlights, TANO, and One Voice Central Texas.

**Program Performance Measures**

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<i>Outputs</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	12	12	12	18

<i>Outcomes</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of households receiving services that maintain housing due to receiving essential services	31	31	31	33
1C	Number of households receiving essential services	34	34	34	42
	Percent of households that maintain housing due to receiving essential services	91.18	91.18	91.18	78.57

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/22/2015 8:53:00 AM Last Modified, If Applicable: 4/24/2015 1:56:00 PM

# **City of Austin Health and Human Services**

## **Social Service Contracts**

### **Client Eligibility Requirements**

**UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.**

#### **GENERAL**

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  - ♦ Annual certification of client eligibility
  - ♦ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
  - ♦ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  - ♦ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
  - ♦ Clients in programs serving victims of violence are not subject to residency or income requirements
  - ♦ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

#### **IDENTITY**

- Client must provide proof of identity in order to receive City-funded services, documented by:
  - ♦ A government –issued identification; or
  - ♦ A signed Self-Declaration of Identity supported by client residency documentation

#### **RESIDENCY**

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  - ♦ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  - ♦ Residency eligibility must be verified by one or more of the following sources:
    - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
    - Travis County Appraisal District website (<http://www.traviscad.org>)



# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) ([www.usps.com](http://www.usps.com))

#### **INCOME**

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child's support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

#### **(1) Included Income:**

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

#### **(2) Excluded Income:**

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;



# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
  - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
  - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

**Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.**

## Program Budget and Narrative

	<i>1</i>	<i>Period</i> <i>2</i>	<i>3</i>	<i>Contract Start</i> <i>Contract End</i>	<i>9/1/2015</i> <i>9/30/2018</i>
<i>Period Start Date</i>	<b>9/1/2015</b>	<b>10/1/2016</b>	<b>10/1/2017</b>		
<i>Period End Date</i>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>		<b>Total</b>
<i>Salary plus Benefits</i>	<b>\$53,000.00</b>	<b>\$53,000.00</b>	<b>\$53,000.00</b>		<b>\$159,000.00</b>
<i>General Operations Expenses</i>	<b>\$38,000.00</b>	<b>\$38,000.00</b>	<b>\$38,000.00</b>		<b>\$114,000.00</b>
<i>Program Subcontractors</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Staff Travel</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Conferences</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Operations SubTotal</i>	<b>\$38,000.00</b>	<b>\$38,000.00</b>	<b>\$38,000.00</b>		<b>\$114,000.00</b>
<i>Food and Beverages for Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Financial Direct Assistance to Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Other Assistance Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>\$91,000.00</b>	<b>\$91,000.00</b>	<b>\$91,000.00</b>		<b>\$273,000.00</b>
<i>Total Period Percentage</i>	<b>33.33</b>	<b>33.33</b>	<b>33.33</b>		

### Detailed Budget Narrative

<b>Salaries plus Benefits</b>	Partial wages for ten full-time and three part-time positions: Executive Director, Director of Operations, Director of Development and Communications, Volunteer Coordinator, Grants Manager (PT), Accountant (PT), Facilities Maintenance Manager, Facilities Maintenance Worker (PT), Counselor/Case Manager (3), Case Manager/Admissions Specialist, Program Director. Benefits include employment taxes, worker's compensation insurance, and employee health insurance.
<b>General Op Expenses</b>	Includes cost of property maintenance and repair as well as other associated property costs such as management fees, contract services, equipment under \$5,000, materials and supplies, insurance, janitorial services, utilities, and taxes. Also includes administrative costs such as computer software, dues and subscriptions, postage, printing and production, telephone and internet, bank services, office supplies, storage, special events, staff development and training, travel, volunteer management, clinical supervision and Jesuit Volunteer Corp fees.
<b>Program Subcontractors</b>	
<b>Staff Travel</b>	
<b>Conferences</b>	
<b>Food and Beverage</b>	
<b>Financial Assistance</b>	
<b>Other Assistance</b>	
<b>Capital Outlay</b>	

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:  
Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for*

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 4th day of June, 2015

CONTRACTOR

Authorized  
Signature

Title

Saint Louise House (Vincennes, Services)  
Laura J Ward  
Executive Director



## **HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS**

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

### **Requirements Include:**

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

**Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.**

**If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.**

**These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

**1. EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to [CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov) by 4 PM on April 11<sup>th</sup>, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

**2. INSURANCE:** Insurance is required for this solicitation.

**Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have,** Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

**II. Specific Requirements**

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

**A. Workers' Compensation and Employers' Liability Insurance**

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$100,000 bodily injury each accident
  - \$100,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

**B. Commercial General Liability Insurance**

1. Minimum limits:
  - \$500,000\* combined single limit per occurrence for coverage A and B.
  - \*Supplemental Insurance Requirement
  - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
    - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket Contractual liability for this Contract
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
  - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

**C. Business Automobile Liability Insurance**

1. Minimum limits:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CA 0444)
  - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
  - c. City of Austin named as additional insured (Form CA 2048)

**D. Professional Liability Insurance**

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

**E. Blanket Crime Policy Insurance**

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

**F. Directors and Officers Insurance**

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

**G. Property Insurance**

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

**5. INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**7. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

**SCOPE OF WORK  
CITY OF AUSTIN  
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

**1. INTRODUCTION**

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

**1.1 Self-sufficiency Goals:**

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

**1.2 Life Continuum Categories:**

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the



**SCOPE OF WORK  
CITY OF AUSTIN  
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

## **2. BACKGROUND**

### A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

**SCOPE OF WORK  
CITY OF AUSTIN  
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

### **3. PRINCIPAL OBJECTIVE & GOALS**

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
  1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
  2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
  3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
  4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.  
*(School Readiness Action Plan)*
- b. Youth:
  1. Children, youth and young adults:

**SCOPE OF WORK**  
**CITY OF AUSTIN**  
**2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- i. Are physically healthy
  - ii. Are physically safe
  - iii. Respect diversity and demonstrate empathy and pro-social behaviors
  - iv. Engage in community, school and/or extracurricular activities
  - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
  - vi. Have good mental health and are emotionally resilient
  - vii. Avoid risky behaviors
  - viii. Are academically successful
  - ix. Have awareness and positive attitudes about adult careers
  - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
  - xi. Successfully complete post-secondary education or training
  - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

**SCOPE OF WORK**  
**CITY OF AUSTIN**  
**2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

*(Mayor’s Task Force on Aging 2013)*

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

*(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)*

#### **4. CONNECTION TO IMAGINE AUSTIN**

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

# SCOPE OF WORK

## CITY OF AUSTIN

### 2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

**“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”**

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

**Austin is Livable:** All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

**Austin is Educated:** Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

**Austin is Prosperous:** Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

**Austin Values and Respects its People:** Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

## 5. PROGRAM STRATEGIES & TARGET POPULATION



**SCOPE OF WORK**  
**CITY OF AUSTIN**  
**2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

**SCOPE OF WORK**  
**CITY OF AUSTIN**  
**2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

**6. OUTCOMES & OUTPUTS**

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

**7. ELIGIBILITY REQUIREMENTS**

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

**8. FUNDING INFORMATION**

**SCOPE OF WORK  
CITY OF AUSTIN  
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
  - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
    - i. Early Childhood - \$949,416
    - ii. Youth - \$1,961,339
    - iii. Adults and Family - \$7,327,622
    - iv. Seniors and People with Disabilities - \$813,804
    - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

**9. ELIGIBLE APPLICANTS**

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
  - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
  - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
  - 1. Shall reflect an unqualified and/or unmodified audit opinion
  - 2. Shall not reflect a "Going Concern Uncertainty"
  - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
  - 1. Have specific terms delineated by a beginning and ending date
  - 2. Meet in person a minimum of three times per fiscal year
  - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

**SCOPE OF WORK  
CITY OF AUSTIN  
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
  - a. reviews program performance
  - b. approves budgets
  - c. reviews financial performance
  - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

**APPLICATION SUBMISSION REQUIREMENTS**

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

**ENVELOPE #1 – THRESHOLD REVIEW**

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled:      THRESHOLD REVIEW CHECKLIST  
[NAME OF AGENCY]  
[NAME OF PROPOSED PROGRAM]

**ENVELOPE #2 – APPLICATION DOCUMENTS**

This sealed envelope must contain the following:

***1 original and 6 CDs or flash drives each containing all the elements below:***

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled:      APPLICATION DOCUMENTS  
[NAME OF AGENCY]

**BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116** CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

**Executive Summary**

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant



**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

### **Application Evaluation**

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

### **Application Format**

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

informational sequence:

**Part I – Program Overview and Strategy**

**Total points: 70**

**A. Connection to the Self-Sufficiency Goals and Life Continuum Categories**

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
  - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.*

**B. Target Population(s) for the Goal(s)**

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
  - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
  - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
  - a. Target population demographic/Census data
  - b. Quantified target population unmet need(s)
  - c. Applicant's trends in target population unmet need(s)
  - d. Waiting list information (if applicable)
  - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

**CITY OF AUSTIN**  
**PURCHASING OFFICE**  
**PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**SOLICITATION NUMBER: EAD0116**

3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
  - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
  - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
  - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
  - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
  - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

*Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.*

**C. Program Strategy to Accomplish the Goals**

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
  - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
  - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

**D. Performance Measures – Impact on the Goals**

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

**Output Measures**

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**Outcome Measures**

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**E. Service Coordination**

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and [https://www.onecpd.info/resources/documents/Coordinated%20Assessment\\_3.20.12.pdf](https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf)) and how your organization will coordinate and collaborate with this community initiative



**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

throughout the funding period.

**F. Community Planning Activities**

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

**G. Overall Evaluation Factors Regarding Applicant**

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
  - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

*Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.*

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

**H. Data Management and Program Evaluation**

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

**I. Staffing Plan**

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

**Part II – Cost Effectiveness**

**Total points: 20**

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses **all** of the following:

**A. Budget**

1. A summary description of the budget justification for the program strategy/strategies is required.
  - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
  - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

**B. Cost per Client**

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

**C. Program Funding Summary**

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

**Part III – Local Business Presence**

**Total points: 10**

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

**CITY OF AUSTIN**  
**PURCHASING OFFICE**  
**PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**SOLICITATION NUMBER: EAD0116**

important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**Part IV – Bonus Evaluation Points**

**Total points: 25**

**A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

**OR**

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.*

**B. Leveraging**

**5 points**

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
  - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
  - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.



**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

**C. Healthy Service Environment**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

**CITY OF AUSTIN**  
**PURCHASING OFFICE**  
**PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**SOLICITATION NUMBER: EAD0116**

- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
  - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
    - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
    - the provision of accessible locations allowing privacy;
    - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
    - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
  - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
  - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
  2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: EAD0116**

**Additional Information:**

**Proposal Acceptance Period:** All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Exceptions:** Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

**Application Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	VinCare Services of Austin Foundation dba Saint Louise House					
Physical Address	2104 Berkett Dr., Austin, TX 78745					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	CSA Management, Inc.					
Physical Address	8305 Shoal Creek Blvd., Austin, TX 78757					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

## **Executive Summary**

VinCare Services of Austin Foundation dba Saint Louise House was founded with the mission of empowering women with children to overcome homelessness in Central Texas. It fulfills this mission by providing deeply affordable housing and comprehensive case management and support services to women-led families in Austin. Since opening its doors in 2001, Saint Louise House has served 144 families with 292 children. Approximately 90% of families served remain safely housed at Saint Louise House and, more importantly, after they leave the program for independent living. They leave Saint Louise House armed with increased incomes, more education, and better life and parenting skills than they ever imagined possible.

Initially a transitional housing program, Saint Louise House converted to permanent supportive housing for extremely low-income, homeless, women-led families in 2009. Without time limitations, families recovering from trauma and facing major obstacles to independence have the time and support they need to stabilize, and develop and maintain independence. They are able to commit to education and training programs that allow them to become self-sufficient.

With no-interest, forgivable loans from the City of Austin, Saint Louise House has grown from five rented apartments in 2001 to two agency-owned apartment complexes in South Austin with the physical capacity to serve 46 families. Thirty-four families currently live in independent apartments in secure, gated communities. Additional apartments will be opened to new program families as funding grows.

Saint Louise House proposes to address the primary self-sufficiency goal of Safety Net/ Infrastructure Services for the Life Continuum category of Adults and Families by providing housing and basic needs services to homeless women-led families. Saint Louise House proposes to address the additional self-sufficiency goal of Universal Support Services by providing

families the support services they need to be empowered to change their lives. These services include comprehensive case management, counseling, and education through life skills workshops. Saint Louise House proposes to address the additional Life Continuum category of Youth through workshops for children, counseling for teenagers, and direct financial assistance for health and enrichment.

The target population is homeless, women-led families. The 2014 HUD Point-in-Time Count identified 212 families with a total of 700 individuals in families as homeless in Austin on a single night in January. This figure does not include families couch-surfing with friends or family or living in hotels. Saint Louise House maintains an active waitlist of over 100 families. These families are in need of more than just affordable housing. All families enter with an income below 200% of the federal poverty guidelines; the vast majority enter with incomes significantly below 115% of these guidelines. Seventy percent of mothers at Saint Louise House are survivors of domestic violence, almost 30% have been homeless multiple times, and 30% are dealing with substance recovery issues/mental illness or co-occurring disorders.

Saint Louise House proposes using a strategy of permanent supportive housing coupled with a solution-focused/strengths-based framework for case management to provide safety net and universal support services to its target population of homeless women-led families. Families will live in private, two-bedroom apartments in one of two gated communities. They will participate in intensive case management that focuses on the strengths, resources, and abilities of program participants rather than on their deficits.

Saint Louise House respectfully requests \$130,000 a year for three years.

Saint Louise House complies with all applicable rules and regulations of Federal, State and Local governing entities. Saint Louise House also complies with all terms of this RFA.



## **Part I – Program Overview and Strategy**

### **A. Connection to Self-Sufficiency Goals and Life Continuum Categories**

See Section 0615. Saint Louise House proposes to meet the primary Self-sufficiency Goal of Safety Net/Infrastructure Services. Saint Louise House will provide deeply affordable housing and comprehensive support services to women-led families who would otherwise be homeless and most of whom would not qualify for any other permanent supportive housing program in the City of Austin. Through apartment-style housing and comprehensive case management, Saint Louise House will ensure that the basic needs of all program participants are met. These basic needs include food, clothing, health, shelter, and legal rights.

Saint Louise House will ensure that basic needs are met by providing for them directly through on-site services or indirectly through referrals. Food needs will be met through an on-site food pantry, regular deliveries of fresh fruit and vegetables, and distribution of HEB grocery cards as-needed. Clothing needs will be met through clothing donations and through referrals to partner organizations such as Dress for Success. Shelter will be provided in private, two-bedroom apartments in two agency-owned, gated apartment complexes in South Austin. Rents will be heavily subsidized and based on income and family size. Many families will pay as low as \$20 a month. Health and behavioral health needs will be met by on-site counselors, referrals to local professionals who provide pro bono services, referrals to partner agencies, access to personal hygiene and over-the-counter medical supplies, and occasional direct financial support for medical needs. Legal rights will be ensured through referrals to legal professionals who provide pro bono services and to partner organizations such as Texas Rio Grande Legal Aid and American Gateways.

Saint Louise House proposes to serve the Life Continuum category of Adults and Families by providing housing and support services to women-led families with the goal of keeping families together, meeting their basic needs, and empowering them to improve the quality of their own lives.

**B. Target Population for the Goal**

**1. Describe the target population that will be served and experience.**

Saint Louise House proposes to continue serving its current service population of homeless women-led families. All families at Saint Louise House enter with an income below 200% of the federal poverty guidelines. The vast majority of families enter with an income significantly below 115% of those guidelines. Over 70% of mothers entering the program are survivors of domestic violence; 30% are dealing with substance recovery issues/mental illness or co-occurring disorders; and 30% have been homeless multiple times.

Saint Louise House has successfully served this population of homeless women-led families for the last thirteen years. Initially a transitional housing program, Saint Louise House learned through experience that the real gap in homelessness services in Austin is in long-term housing solutions for the poorest families, 80% of which are led by women. Saint Louise House converted to permanent supportive housing in 2009 so that mothers would be able to commit to educational and training programs that would lead to long-term stability. Saint Louise House has demonstrated success with this target population. Over the last thirteen years, 144 families with 292 children have found more than a home at Saint Louise House. They have found the support and resources they need to stabilize, heal, and build self-sufficiency. Over 90% of families served either remain safely housed with Saint Louise House or have exited to stable housing.

**2. Provide data and sources to demonstrate the need of the target population.**

The proposed target population is homeless families led by women.

a. According to the U.S. Census Bureau, over 60% percent of single-mother families live with incomes under 200% of federal poverty guidelines. (Jonathan Vespa, Jamie M. Lewis, and Rose M. Kreider, 2013, America's Families and Living Arrangements: 2012, *Current Population Reports*, P20-570, U.S. Census Bureau, Washington, DC. <https://www.census.gov/prod/2013pubs/p20-570.pdf>)

b. The HUD Point-in-Time count reported 212 families, a total of 700 individuals in families, as homeless in Austin on a single night in January 2014. These numbers represent a more than 13% increase over 2013's number of homeless individuals in families, despite a drop in the total number of homeless individuals counted. It is clear that the point-in-time count severely undercounts the number of homeless families in Austin. AISD alone reported over 2,000 homeless students attending Austin area schools last year.

c. The Point-in-Time count only counts homeless families in emergency or transitional shelter and those on the streets. Half the families at Saint Louise House would not have been counted before entering the program because they were couch-surfing with friends or family or living in a hotel or apartment they couldn't afford.

d. Saint Louise House currently serves up to 34 families at a time and has an active waiting list of over 100 families. The newest families at Saint Louise House spent a year on the waiting list.

**3. Describe the strategy for serving clients with a criminal history.**

Criminal history is not a barrier to being accepted to Saint Louise House. Twenty percent of program participants in recent years have had some sort of criminal history. Saint Louise House works with these clients to overcome the barriers to employment and long-term housing that their records present. However, for the security of the children in the community, Saint Louise House cannot accept clients with sexual offenses on their record.

**4. Describe how Client Eligibility Requirements will be documented.**

Eligibility requirements for acceptance into Saint Louise House include: single, female head of household with custody of children; homeless; verifiable income, but not more than 192% of the federal poverty guidelines. Applicants must have the ability to turn on electricity in their name and the ability to work or go to school.

Due to experience with other City of Austin funding, Saint Louise House has well-established procedures for verifying and maintaining records of client eligibility. Eligibility is verified at intake and electronic and paper files are created which include a picture ID, a Certification of Homelessness, and an Initial Rent Calculation which includes income verification. Continued eligibility is verified a minimum of once a year through use of the City of Austin Neighborhood Housing and Community Development Department Annual Tenant Income and Rent Calculation form. Eligibility is also recertified anytime a rent calculation is done, which occurs when family income or circumstances change.

**5. National Culturally and Linguistically Appropriate Services Standards**

The foundation of Saint Louise House is the Catholic social teaching that all people deserve dignity and respect. This principle is reflected in the diversity of Saint Louise House

staff and our commitment to providing effective, equitable, understandable, and respectful quality care and services that are responsive to the needs of a diverse target population.

- a. The Saint Louise House program staff training manual includes cultural humility as a program standard and staff are evaluated on it annually. In addition, program staff have received training from partner organizations on issues such as sexual violence in the immigrant context so that they can better provide culturally appropriate services.
- b. Saint Louise House offers all services in the preferred language of its clients. To this end, three members of the Saint Louise House staff are fluent in Spanish. In addition, professional translation services are available upon request.
- c. All communications to program participants are offered in English and Spanish and workshops are either offered in both English and Spanish or in English with translation available.
- d. Because of the diversity of the target population, Saint Louise House makes cultural and linguistic fluency a priority in hiring. Program staff who work with non-English speaking clients are either native speakers of the target language or have extensive work experience in those languages and cultures.

**C. Program Strategy to Accomplish the Goals.**

**1. Describe the program strategy.**

The mission of Saint Louise House is to empower women with children to overcome homelessness. This mission is fulfilled through a two-pronged strategy that combines permanent supportive housing with solution-focused/strengths-based case management.

Saint Louise House is a hybrid of the traditional permanent supportive housing model with some structured components more likely to be found in a transitional housing program. The

key permanent supportive housing components include: rent based on income, a lease, no time limit as long as lease is met, and offering of a flexible and comprehensive array of effective, integrated services. Unlike the traditional permanent supportive housing model, Saint Louise House requires that adult program participants engage in case management. A consistent case management relationship is essential to ensuring that a family is adequately supported and that children are healthy and safe.

Case management at Saint Louise House is based on a solution-focused/strengths-based theoretical framework. This strategy recognizes that each program participant is the expert on her own life problems and focuses on her strengths, resources, and abilities rather than her deficits.

**2. Evidence-based practice that meets needs of target population.**

Permanent supportive housing is an evidence-based practice embraced by the Austin City Council in a March 25, 2010 resolution. As detailed in the *City of Austin Permanent Supportive Housing Strategy – September 30<sup>th</sup>, 2010*, evidence supporting this strategy includes an 18-month randomized control trial of chronically ill homeless persons in Chicago. Additional evidence in the report includes studies in New York City, Seattle, Connecticut, and Maine.

Saint Louise House ensures fidelity to the model of permanent supportive housing through its program policies. These policies were developed in accordance with the definition of permanent supportive housing in the *City of Austin Permanent Supportive Housing Strategy*. As mentioned above, the one exception to fidelity to this model is that Saint Louise House requires engagement with case management. This exception for housing focused on families and youth is recognized in the *City of Austin Permanent Supportive Housing Strategy*.

The solution-focused theoretical framework used at Saint Louise House is an evidence-based, strength-based model. It is included in the SAMHSA National Registry of Evidence-



Based Programs and Practices. Appendix A of *SFBT Revised Treatment Model 2013* (downloadable at <http://www.sfbta.org/research.html>) provides a detailed list of studies supporting this approach. Using a strength-based approach is identified in the *Austin/Travis County ECHO Housing Report- Services for Permanent Supportive Housing* as a case management practice that works for chronically homeless clients.

Fidelity to the solution-focused/strength-based theoretical framework is ensured through case management training, supervision, and procedures. All case management files follow a uniform layout with detailed guidelines and worksheets for goal setting, weekly and long-term service plans, and progress notes. Files are reviewed regularly by the Program Director and the Program Committee of the Board of Directors is currently auditing the files to ensure that they meet program standards.

The permanent supportive housing and solution-focused/strengths-based models that Saint Louise House employ are specifically designed to meet the needs of our target population, women-led families with children. As recognized in the *ECHO Housing Report*, families represent a complex set of needs that are best met with housing stability and low case manager ratios. Only when they know that their children have a comfortable, safe place to sleep at night can mothers focus on the long-term goals and solutions that will lead to self-sufficiency.

### **3. Alignment with Principal Objective and Goals.**

Saint Louise House aligns with the Homeless and Housing Services, Basic Needs, and Workforce Development goals under Adults and Families. The target population is homeless, women-led families. They are provided private, secure apartments and comprehensive case management and support services that allow them to stabilize, heal, and build self-sufficiency. Basic needs such as shelter, food, and safety are provided for program families at Saint Louise

House. Once basic needs are met, mothers at Saint Louise House work closely with case managers to establish short and long term goals in workforce development, education, money management, health, child care, and life skills. A Goodwill Job Placement Specialist works with mothers on the entire assessment, employment readiness, job search, and employment retention process. Case managers provide ongoing employment and education support.

The Saint Louise House program strategy also aligns with the goals for youth. With gated apartment complexes and strict visitor policies, Saint Louise House provides for the physical safety of the youth in its families. Saint Louise House promotes the physical and mental health of youth through referrals to community partners who provide discounted or pro bono mental and physical health services, access to an on-site food pantry and supplies of medical and personal hygiene supplies, and direct funds for medical and enrichment needs. Through the StarKids! Program for youth ages 6-12, children at Saint Louise House learn life skills such as personal and social responsibility, avoiding risky behaviors, and how to manage strong emotions.

#### **4. Aligns with the Imagine Austin Comprehensive Plan.**

Saint Louise House aligns with the Imagine Austin Comprehensive Plan vision statement by providing economic opportunity to its program participants, celebrating their diversity and creativity through a solution-focused/strengths-based theoretical framework, and providing affordable housing.

The deeply subsidized rents, desirable physical location, and accessible on-site services of Saint Louise House correspond to the mission statement of “Austin is Livable.” At Saint Louise House, rent is based on income. Many residents pay as little as \$20 a month; none pay more than \$500 a month. One apartment complex is located in an area with a Kirwan Institute opportunity ranking of “very high.” Both apartment complexes have multiple bus stops within a

quarter mile radius and provide access to quality schools, libraries, and parks. The on-site food pantry and twice-monthly deliveries of fresh fruit and vegetables ensure access to healthy food.

In accordance with the Imagine Austin mission of “Austin is Educated,” case managers support mothers in setting educational goals and connecting them to appropriate academic, language, and vocational education programs. At any given time, between 10 and 30 percent of mothers in at Saint Louise House are enrolled in some kind of educational program. In addition, children at Saint Louise House attend 23 different schools, including private and charter schools, as mothers are supported in advocating for the best options for their children.

In alignment with the mission of “Austin is Prosperous,” Saint Louise House provides case management and access to a Goodwill Job Placement Specialist to connect program participants to good jobs and quality education and training programs, so that they will enjoy equitable opportunities to prosper. At any given time between 70 and 90 percent of Saint Louise House mothers are employed, in school, or both. Those that are employed are constantly seeking even better employment opportunities.

The solution-focused/strengths-based theoretical framework that Saint Louise House employs respects the diverse strengths and creativity of each program participant, aligning with the mission of “Austin Values and Respects its People.” This framework encourages program participants to focus on their own strengths and creativity to reach their full potential.

#### **5. Barriers and challenges to target population access.**

The Saint Louise House eligibility requirements of having a verifiable income and being able to open a utility account in their own name can sometimes present a barrier or challenge to homeless women with children hoping to access Saint Louise House services. The Admissions Specialist reviews possible sources income with applicants and refers those who qualify to

TANF and those in need of employment to Workforce Solutions or Goodwill. Applicants who are unable to open a utility account in their own name due to outstanding bills from Austin Energy are invited to apply to the Austin Energy Plus One program, a portion of which Saint Louise House administers as a Community Partner.

The greatest barrier that the target population encounters in accessing services at Saint Louise House is the waitlist. On average, new program participants have waited over 12 months to be accepted into the program. Saint Louise House plans to open more apartments to program families as funds to support them become available.

**6. Reaching individuals in multiple Life Continuum categories.**

Saint Louise House serves homeless, women-led families, falling under the Life Continuum Category of Adults and Families. Outreach to this target population includes participation in the Women's Resource Fair and the Austin Energy Resource Fair, referrals through other homeless services providers and the Plus 1 Program, and inclusion in the 2-1-1 database. When a mother is accepted to Saint Louise House, her children also enter the program. Youth receive the same housing, basic needs services, and direct financial support that mothers receive. In addition, children ages 6-12 are encouraged to participate in the StarKids! Program and on-site counseling is available to teenagers.

**7. Barriers or challenges in implementing the proposed strategy.**

Over the last thirteen years, Saint Louise House has refined its strategy in response to challenges to its mission of empowering women with children to overcome homelessness. Initially a transitional housing program, Saint Louise House found that the need to find permanent housing within an allotted time period was a barrier to mothers being able to focus on increasing their education and employment opportunities in the long-term. As a result, Saint

Louise House converted to a Permanent Supportive Housing strategy to provide mothers with ample time to stabilize, heal, and develop long-term self-sufficiency.

The most significant barrier to serving more families and addressing the demonstrated need in Austin is financial capacity. By continuing to build its donor base and with this contract with the City of Austin, Saint Louise House hopes to achieve a level of financial stability that will allow it to expand its capacity to serve more families at a time.

#### **8. Subcontractor partnerships funded and informal relationships.**

Saint Louise House has developed a wide variety of formal and informal relationships with other service providers to offer a flexible and comprehensive array of effective, integrated services. Saint Louise House subcontracts with CSA Management for property management services. This subcontract allows Saint Louise House to focus its resources on providing support services to program families. No funds from this City of Austin contract will go toward this subcontract.

Saint Louise House operates under Memoranda of Understanding with a number of organizations providing human services. An MOU with the Health and Human Services Commission allows Saint Louise House to serve as an access point for applicants and recipients of HHS benefits programs such as Medicaid, CHIP, SNAP, and TANF. An MOU with Goodwill Industries of Central Texas provides program participants with access to an on-site, part-time Goodwill Job Placement Specialist.

Saint Louise House partners with Austin Energy in the Financial Support Plus 1 program to provide direct utility assistance to City of Austin utility customers. This partnership benefits Saint Louise House program participants who receive utility assistance and allows Saint Louise House to reach out to other families who may not be aware of its supportive housing program.

Program staff maintain less formal relationships with a diverse array of service providers throughout Austin to share information, provide referrals, and improve services to clients. These partners include CommUnity Care, SafePlace, American Gateways, ATCIC, Project HELP, Operation School Bell, Texas Rio Grande Legal Aid, Any Baby Can, and American Youthworks, among others. Relationships with Seton Healthcare Family, the Austin Public Library, the Capital Area Food Bank, the Financial Literacy Coalition, and the UT School of Human Ecology have resulted in curricula and life skills workshops on a diverse range of topics. Additional partnerships include pro bono services offered by local dentists, orthodontists, optometrists, and attorneys.

**9. Describe the project activities.**

Saint Louise House proposes to provide housing and comprehensive support services to women-led families. Each family will live in a fully-furnished, private, two-bedroom apartment in one of two gated communities in South Austin. Rent will be based on income, taking into account both utilities and child care expenses. Many families will pay only \$20 per month. When families exit the program, everything in the apartment will be theirs to keep.

Saint Louise House proposes to provide case management services that will give program participants the support they need while empowering them to set and achieve goals that will lead to self-sufficiency. Case managers and families will work together in all levels of assessment, services, and accountability. Together they will establish short- and long-term goals in employment, education, money management, health, self-care, child care, and life skills. Saint Louise House will also provide on-site access to a food pantry, licensed counseling, a Goodwill Job Placement Specialist, and life skills workshops. Case managers will work closely with partners throughout the community to provide referrals for services not provided on site. Direct



emergency assistance funds may include checks to vendors such as utility companies, pharmacies, and clinics in addition to supermarket gift cards, bus passes, personal hygiene and cleaning supplies, medications, and first aid supplies.

**10. Section 0625 – Compliance with Homeless Housing Habitability Standards.**

Saint Louise House currently complies with all requirements outlined in the Homeless Housing Habitability Standards and has implemented a number of policies to ensure continued compliance with these standards. All program participants live in two-bedroom apartments. Family size is limited to five members in order to ensure adequate space and security for all residents. The Facilities Manager inspects every apartment between residents to identify and correct any repair issues. Because a portion of apartments are available to Housing Choice Voucher recipients, the Facilities Manager maintains all apartments in accordance with HACA Housing Quality Standards. When occupied, apartments are inspected every three months by the Facilities Manager and the Program Director to identify and rectify any needed repairs or fire, health, or safety issues. The Facilities Maintenance team is available to provide a timely response to maintenance and safety concerns.

**D. Performance Measures – Impact on the Goals – See Section 0640**

**1. Output Measures**

a. *Number of unduplicated clients served per 12-month contract period* will be calculated by running an Entry-Exit Report in Apricot for the required time period and counting the number of clients served. Based on experience, Saint Louise House expects to serve 37 families with approximately 122 individuals in a 12-month period. Seventeen of these individuals would be funded by this City of Austin contract.

b. *Number of unduplicated clients served per 36-month contract period* will be calculated using the same method as above. Saint Louise House expects to serve approximately 142 unduplicated individuals during the 36-month contract period, 22 of whom would be funded by this City of Austin contract.

c. An additional output measure of *Number of youth served per 12-month contract period* will be calculated using the Entry-Exit Report and counting only those clients identified in the report as “Child.” Saint Louise House expects to serve 85 youth in a 12-month period, 12 of whom would be funded by this City of Austin contract.

## **2. Outcome Measures**

a. *Percent of households that maintain housing or transition into housing* will be calculated by dividing the number of families maintaining stable housing at Saint Louise House plus the number of families who exited to stable housing during the time period as noted in the Exit Summary by the total number of families served during the time period. Based on experience, Saint Louise House expects 33 households to maintain housing or exit to stable housing in a 12-month period.

b. *Percent of Individuals who make progress toward self-sufficiency service plan goals* will be calculated for mothers by examining the long-term service plans of each program participant. Every client who has completed at least one goal will be considered as making progress toward self-sufficiency plan goals. Saint Louise House expects 33 mothers to make progress toward self-sufficiency plan goals in a 12-month period.

## **E. Service Coordination**

### **1. Coordination to minimize duplication and maximize client access to services.**

The founders of Saint Louise House surveyed Austin-area homeless service providers such as Foundation Communities, Casa Marianella, Caritas, LifeWorks, and the Salvation Army to identify service gaps and develop effective programs to fill those gaps without duplicating services. Saint Louise House maintains relationships with these and other agencies through participation in the ECHO Housing Work Group and the CTOSH listserve. These relationships also serve to maximize client access to services.

Saint Louise House is the only permanent supportive housing program in Austin that exclusively serves women-led families. In addition, with rents as low as \$20 a month and no disability requirement, Saint Louise House is accessible to many families who would not qualify to live in any other permanent supportive housing development in Austin.

## **2. Coordination to refer and receive clients and provide comprehensive services**

Saint Louise House has deep ties throughout the homeless services provider community. When someone in need calls, the Admissions Specialist speaks with them to determine whether this program is the right fit for their needs. The Admissions Specialist has a four-page list of referrals to other housing programs that might be more appropriate. Because of the length of the waiting list, women with children who might be a good fit for Saint Louise House may be referred to an emergency shelter or transitional housing program until there is space for them. Likewise, the majority of program participants at Saint Louise House are referrals from other homeless service providers such as SafePlace, Casa Marianella, Austin Shelter for Women and Children, LifeWorks, and Posada Esperanza, among others.

Saint Louise House coordinates closely with other agencies to make their programs accessible to Saint Louise House program participants. For example, Saint Louise House coordinates closely with LifeWorks and Capital Area Counseling to provide referrals for

counseling and with the YWCA for the Bridge Child Care Voucher Program. Saint Louise House coordinates with ATCIC for numerous behavioral health needs and AISD's Project HELP for assistance in enrolling students in school. Other partners include the Free Minds Project, Dress for Success, Operation School Bell, American Gateways, American Youthworks, and many others.

**3. How Memoranda of Understanding improve service delivery to clients.**

See Attached Memoranda of Understanding.

Saint Louise House maintains MOUs with agencies throughout the Austin area in order to improve service delivery to clients. An MOU with Goodwill Industries of Central Texas brings a Goodwill Job Placement Specialist on site 20 hours a weeks to make employment services more accessible to our program participants. An MOU with the Health and Human Services Commission allows Saint Louise House to facilitate program participants' access to HHS benefits programs such as Medicaid, CHIP, SNAP, and TANF. An MOU with ECHO allows Saint Louise House to use HMIS to track the homeless in Austin for the purpose of improving services to this population.

**4. Connection to public benefits and other City-funded services.**

Program participants meet with their case managers on a regular basis, usually weekly. These regular meetings provide case managers the opportunity to connect program participants to resources and public benefits that will maximize self-sufficiency. Saint Louise House is a Central Health Virtual Partner. Program staff attend training on MAP and help program participants apply to MAP on site. When needed, case managers assist program participants in their applications for SNAP, TANF, and other public programs and escort them to appointments. Saint Louise House is a Community Partner in the Austin Energy/City of Austin Financial

Support Plus 1 Program. Through this program, case managers are able to connect program participants to emergency financial assistance to pay their utility bills.

**5. Describe any additional services.**

Saint Louise House provides direct emergency assistance funds to the target population when no other source can be found. Through a partnership between Capital Metro and One Voice Central Texas, Saint Louise House has been able to purchase bus passes from Capital Metro at very deeply discounted rates. Saint Louise House distributes these bus passes and HEB gift cards to program participants free of charge on an as-needed basis. Saint Louise can also provide payments directly to pharmacies, clinics, and doctors for medical costs that cannot be met through any other source. Saint Louise House provides laundry facilities, personal and hygiene supplies, over-the-counter medications, first-aid supplies, and a food pantry.

**6. Participation in Coordinated Assessment Initiative.**

The Program Director at Saint Louise House participates in the ECHO Housing Work Group which has been working on the Coordinated Assessment Initiative. Saint Louise House participated in testing the Self-Sufficiency Outcomes Matrix assessment module as part of the planning process for the coordinated assessment. The Program Director will continue to take part in this work group throughout the funding period.

**F. Community Planning Activities**

**1. Community planning activities specific to the services proposed.**

As mentioned above, the Program Director at Saint Louise House participates in the ECHO Housing Work Group. The Program Director is also active on the CTOSH listserve. Saint Louise has a history of involvement with the Austin Travis County Homeless Task Force and the Continuum of Care Subcommittee.

**2. Other relevant community planning activities.**

Saint Louise House maintains active memberships in a number of non-profit organizations such as Greenlights, TANO, and One Voice Central Texas, an Austin Area Human Services Association. Membership in these organizations allows Saint Louise House to keep abreast of best practices in order to most efficiently and effectively deliver services.

**G. Overall Evaluation Factors Regarding Applicant**

**1. Experience managing relevant local, state, or federal contracts.**

Saint Louise House effectively managed continuous contract funding from the City of Austin Health and Human Services from March 2007 through March 2012. The original contracts were to provide transitional housing. In 2010, when Saint Louise House converted into a permanent supportive housing program, the contract was modified to provide permanent supportive housing. The contact for these contracts was Natasha Ponczek, Homeless Services Coordinator, (512) 972-5027.

In addition, from February 2010 to August 2011, Saint Louise House managed a TDHCA Housing and Homeless Services Program contract to provide permanent supportive housing. This contract was administered by the City of Austin and the contact was Natasha Ponczek, Homeless Services Coordinator, (512) 972-5027.

Each of these contracts involved providing services identical to those proposed in this application. No monitoring reports have been received in the last 24 months.

**2. Experience within the last five years working with the target population.**

Saint Louise House has thirteen years of experience working with homeless, women-led families. Initially a transitional housing program, Saint Louise House has provided permanent supportive housing for extremely low- and low-income women-led families with children since



2009. In the last five years alone, Saint Louise House has served 62 women-led families with 135 children. Over 90% of families served have either maintained stable housing at Saint Louise House or exited to stable housing.

**3. Experience within the last five years providing identical services.**

Saint Louise House has been providing services identical to those proposed in this application for the past five years. Since adopting the permanent supportive housing model in 2009, Saint Louise House has provided housing, case management, and support services using the same solutions-focused/strength-based theoretical framework. As the needs of the target population have changed, Saint Louise House has adjusted its services while remaining true to the original model. For example, Saint Louise House has increased its capacity for on-site counseling and its capacity to provide services in Spanish. In addition, the StarKids! Program has been developed to empower youth to learn healthy ways to manage emotions and build healthy relationships.

Saint Louise House has successfully completed City of Austin Health and Human Services and Texas Health and Human Services Program contracts to provide permanent supportive housing.

**H. Data Management and Program Evaluation**

**1. Data management and reporting, electronic data system.**

Saint Louise House has used the Apricot data management software for reporting and tracking progress since 2010. The intake process at Saint Louise House includes an initial assessment and recording of baseline measures such as income, education, and employment status. Outputs measured and recorded in the program information system include workshops conducted, direct client aid delivered, and services provided. Recorded outcomes include

progress made toward short- and long-term goals, increases in education or employment status, and, most importantly, housing stability on exit.

Saint Louise House has been very successful at using the program information system for tracking and reporting progress and outcomes. Well-defined forms that mirror case management forms ensure that every case manager manages their case load in accordance with established procedures that maintain fidelity to the theoretical framework. To meet the challenge of finding time to maintain accurate data input, case managers have regular blocks of time and physical space set aside for data entry.

## **2. Using data to identify problems.**

Saint Louise House uses data to measure the effectiveness of the program at the individual and program level. With staff support, mothers create both weekly and long-term service plans with concrete, achievable goals to address the barriers they must overcome to become self-sufficient. Progress toward short-term goals is evaluated and recorded during weekly meetings between residents and case managers; progress on long-term goals is evaluated and recorded every six months. Weekly program staff meetings review this data to identify challenges in strategy and service delivery so that corrective action can be taken.

At the program level, monthly reports are run to provide aggregate snapshots of the employment, education, and financial stability status of our program participants. Case managers meet weekly both as a group and individually with the Program Director to highlight and discuss common obstacles and program-wide trends. Data from exit interviews are compared to baseline measures to produce program-wide progress reports.

**3. Data collection from collaborations/cooperatives.**

Saint Louise House works closely with the Goodwill Job Placement Specialist to share information and data on a regular basis. The Job Placement Specialist provides reports to the Program Director on request.

**4. Compliance with HMIS Reporting Requirements.**

In addition to its previous contracts with the City of Austin, Saint Louise House purchased its properties with City of Austin General Obligation funds. Therefore, as required, Saint Louise House has used the Homeless Management Information System to track and report client information for the last several years. Saint Louise House maintains an MOU with ECHO for this purpose. The Program Director participates in annual training for this system.

**I. Staffing Plan**

**1. Overall staffing plan and justification.**

All Saint Louise House staff have some direct responsibility for the program. The Executive Director oversees the Program Director, the Director of Communication and Development, the Director of Operations, the Facilities Manager, and the Grant Manager. The Director of Communication and Development oversees the Volunteer Coordinator and the Facilities Manager oversees the Facilities Worker.

The Program Director, who is a Licensed Master of Social Work, provides day-to-day direction to the program. She supervises case managers and oversees project implementation, quality assurance, and the admissions process. The case management staff includes three licensed masters of social work who are also licensed counselors, a licensed bachelor of social work case manager who is also the admissions specialist, and a member of the Jesuit Volunteer Corps.

This staffing plan reflects a commitment to low case manager ratios for families as recommended in the *Austin/Travis County ECHO Housing Report – Services for Permanent Supportive Housing*. The key to Saint Louise House’s 90% success rate is this commitment to low case management ratios to meet the complex needs of families.

**2. See Section 0645 – Program Staff Positions and Time.**

**3. See attached position descriptions.**

## **Part II – Cost Effectiveness**

### **A. Budget**

**1. Summary description of the budget justification for the program strategy.**

See Section 0650. The budget presented is based on the 2014 budget. Saint Louise House employs a two-pronged strategy that combines permanent supportive housing with solution-focused/strengths-based case management. The major costs to implement this strategy align with the two prongs of this strategy: property-related expenses and case management expenses.

Thanks to City of Austin no-interest forgivable loans, Saint Louise House owns its two properties without mortgage expenses. Therefore, property-related expenses are salaries for the Facilities Manager and Facilities Worker and expenses that fall under general operating expenses such as insurance, utilities, taxes, and materials and supplies. It includes maintenance and repairs and property management expenses. It is only through the thousands of hours contributed by volunteers that it is possible for 1.6 FTE to maintain two properties of 46 apartments.

The solution-focused/strengths-based case management approach necessitates low case manager ratios when working with families. In-kind donations of furniture, gift cards, food, and other supplies help keep other direct financial assistance to clients costs low.

No subcontractors will receive City funds under this program.

**2. Fundraising and administrative percentage, calculated from Form 990.**

The Saint Louise House fundraising and administrative percentage is 13.2%.

**B. Cost per Client**

**1. Describe the average cost per City client served. Detail the calculation.**

The average cost per City client served is approximately \$7,647, or \$26,000 per family.

This request to the City of \$130,000 per year proposes to provide permanent supportive housing and all accompanying services to 17 clients per year in five families. The average cost per City client served was determined by dividing the total request of \$130,000 by 17 clients.

This cost per client will include the cost of the full array of services offered by Saint Louise House. Each family will receive not only deeply affordable, fully-furnished, secure housing, but also comprehensive support services that will help them build self-sufficiency. Services include intensive case management, employment services, counseling, life skills workshops, and direct financial aid in the form of bus passes, grocery cards, and payments to vendors such as doctors.

**2. Describe the average cost per client served from all funding sources.**

The average cost per client served from all funding sources is \$7,683. This cost is based on this proposal to serve 37 families, approximately 122 individuals, per 12-month contract period. The cost is calculated using the total proposed program budget, which is based on the 2014 budget. Historically, Saint Louise House has been able to serve 34 families at a time with at least three families per year gaining the tools they need to become self-sufficient and exit to stable housing, allowing additional families to move in. The projection of 122 individuals is based on the average of 2.3 children per family. This cost per client includes the cost of the full

array of services offered by Saint Louise House. As funding grows to allow for the opening of more apartments to additional program families, the average cost per client will decrease.

**3. Cost per client achieving each of the performance measures proposed.**

The goal is for 90% of households entering the program to maintain housing at Saint Louise House or exit into stable housing elsewhere. To achieve this goal, 33 of the projected 37 households served per year must remain safely housed at Saint Louise House or transition into stable housing. The average cost per household successfully achieving this performance measure would be equal to the total budget for the year divided by the total number of households maintaining housing with Saint Louise House or exiting to stable housing, equaling \$28,402.

The average cost per client achieving the performance measure of 90% of individuals making progress toward self-sufficiency plan goals is the same as that for households in the above calculation. Each household is headed by one mother, who will be making progress toward self-sufficiency plan goals.

**4. Cost is appropriate for the proposed strategy.**

According to a national study of cost comparisons of permanent supportive housing in nine cities conducted in 2004 and cited in the *Austin Travis County ECHO Housing Report – Services for Permanent Supportive Housing*, costs for PSH range from \$7,497 in Phoenix to \$15,366 in San Francisco. The Saint Louise House cost of less than \$8,000 per individual served falls on the low side of the range of costs, even without ten years of inflation included.

While estimates of the cost of homelessness vary widely, studies cited in the *City of Austin Permanent Supportive Housing Strategy, September 30, 2010*, provide strong evidence that permanent supportive housing leads to lower public costs due to fewer hospital days and emergency room visits, lower incarceration rates, and lower court costs.



**5. Return on investment/social impact the proposed strategy will make.**

The social impact of the Saint Louise House Supportive Housing Program is multi-dimensional and multi-generational. From the day they arrive at Saint Louise House, families have their basic needs met: they are housed, they are safe, they have access to nutritious food, they have access to physical and mental health resources. Just as importantly, though, families at Saint Louise House are provided the support services they need to address long-term barriers to self-sufficiency. This support includes life skills education, counseling, and job search assistance. Ultimately, the case management model at Saint Louise House aims to support families as they improve their education and employment opportunities with the goal of transitioning out of poverty.

The return on investment of the Saint Louise House Supportive Housing Program is far greater than that of getting families out of transitional and emergency shelters and supporting them on their path toward self-sufficiency. Saint Louise House has a long-term impact across generations. As families stabilize in secure housing and receive the support they need, they are more likely to stay together. As mothers increase their education, they become role models for their children. And as family incomes rise, opportunities for children increase.

**C. Program Funding Summary**

See Section 0655.

**Part III – Local Business Presence**

See Section 0605.

## **Part IV – Bonus Evaluation Points**

### **A. Connection to Additional Self-Sufficiency Goals**

Saint Louise House proposes to meet the additional self-sufficiency goal of Universal Support Services. The U.S. census reports that over 60% of single-mother families earn less than 200% of the federal poverty guidelines. These families are the Saint Louise House target population. Saint Louise House will provide these families with the support services they need to stay together and rise out of poverty.

The most significant support service that Saint Louise House proposes to provide is the case manager relationship. Case managers at Saint Louise House do far more than assess needs and connect program participants to resources. They guide residents through the process of developing the life skills that are so important to becoming self-sufficient.

For example, the case management program is designed to increase participants' financial literacy and teach them money management skills. In the first month of residency, mothers at Saint Louise House complete a Money Management Assessment with their case manager. Together, they track household expenses for a minimum of four weeks, and then develop a budget that is evaluated monthly for a minimum of three months. Eligible residents are required to complete credit checks and they work with their case manager to explore options for repairing credit. Thus, case managers guide residents through the entire journey from creating a budget, to taking steps to meet that budget, to debt reduction and long-term savings. A similar process is used to support the employment process.

Additional universal support services provided by Saint Louise House will include counseling and education through life skills workshops. Three case managers are licensed counselors who will provide both crisis and on-going counseling to mothers and older children.

Life skills workshops will include topics such as self-care, nurturing parenting, healthy habits, and financial literacy, among others. Through these services, Saint Louise House will give mothers and their children the tools they need to become self-sufficient.

**Connection to Additional Life Continuum Category**

In addition to housing and meeting the basic needs of the youth in program families, Saint Louise House proposes to address the Life Continuum Category of Youth through workshops for children, counseling for teenagers and referrals for children, and financial assistance.

The centerpiece of the Saint Louise House program for children is the StarKids! Program, a nine-week series for 6-12 year olds designed to give youth the tools they need to experience physical and emotional well-being and become successful adults. In the past, topics have included support systems, bullying, gossip, positive social skills, nutrition, and exercise. In addition to the StarKids! Program, Saint Louise House will work with partners in the community to provide additional programs for youth on topics such as money management, healthy eating and fitness choices, family literacy, and healthy relationships.

Saint Louise House will serve youth through counseling. Licensed counselors on staff will provide on-going counseling to teenagers on request. Case managers will refer younger children to LifeWorks, Austin Child Guidance Center, and other organizations that specialize in meeting the counseling needs of children.

Saint Louise House also proposes to provide financial assistance to families for children on a case-by-case basis. Assistance will often support physical and mental health needs through medications and co-payment support. Assistance may also be used to support development and enrichment activities such as soccer and summer camp.

## **B. Leveraging**

Saint Louise House has no leveraging opportunities in response to this solicitation.

## **C. Healthy Service Environment**

### **1. Tobacco-free Campus**

Although Saint Louise House has a strict no-smoking policy in its apartments, it does not prohibit smoking outside the apartments.

### **2. Mother-Friendly Workplace**

While Saint Louise House does not have a formal written policy, it has implemented a practice of providing a Mother-Friendly Workplace and currently has a lactating mother who has been provided work schedule flexibility, including breaks to provide for expression of milk in a private area. Current practice meets all the required guidelines. Therefore, Saint Louise House commits to putting this policy in writing and including it in the Human Resources Personnel Manual by April 30, 2015. The Director of Operations is responsible for the implementation and communication of this new policy.

### **3. Employee Wellness Initiative**

Saint Louise House does not have a formal initiative in place at this time. However, Saint Louise House commits to putting a policy in writing and including it in the Human Resources Personnel Manual by May 31, 2015. Saint Louise House commits to launching an Employee Wellness program no later than June 1, 2015.

The Director of Operations is responsible for implementation and communication of this new policy. Assistance in setting up and implementing a wellness initiative will be provided by United Healthcare, the Saint Louise House insurance provider. United Healthcare will provide

access to monthly and topical newsletters, brochures, and will work with the Director of Operations to set up a calendar of wellness events throughout the year.

**4. Violence Prevention Policy**

Saint Louise House has an Employee Violence and Threat Assessment policy in place.

See Attachment.

**Authorized Negotiator:**

Sharon Bieser, Executive Director

2026 Guadalupe Street

Austin, TX 78705

(512) 302-0027

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**GOODWILL INDUSTRIES OF CENTRAL TEXAS**  
**And**  
**SAINT LOUISE HOUSE**

The following Memorandum of Understanding (MOU) sets forth the terms of agreement between Goodwill Industries of Central Texas and Saint Louise House regarding the implementation of the Ready to Work Plus

**I. Purpose of MOU**

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between the parties and set forth the relative responsibilities of the parties insofar as they relate to the provision of employment, training, and housing services.

Goodwill Industries of Central Texas (GICT) is the lead agency applying under the City of Austin's RFP #WDJ0004 for Self-Sufficiency Continuum for Social Service Contracts Saint Louise House agrees to partner with Goodwill Industries of Central Texas in the manner and methods outlined below in the event that GICT's application is selected for funding. In the event that GICT's application is not selected for funding, this MOU is void.

**II. Duration of MOU**

This Agreement shall become effective when GICT receives official notification from the City of Austin's Health and Human Services (HHSD) and Purchasing Departments that the *Ready to Work Plus* contract has been approved and funded under the Self-Sufficiency Continuum for Social Service Contracts Request for Proposal (RFP) process. The agreement shall remain effective for one year from the date of contract approval and can be renewed based on additional funding. Should either party wish to terminate the agreement, sixty (60) days written notice must be given to the other party.

**III. Project Description: Ready to Work Plus**

Goodwill Industries of Central Texas and its partners will offer eligible participants the opportunity to achieve self-sufficiency through job-related services and leveraging housing stability services from community partners. The Ready to Work Plus program will transition Austin residents out of poverty and increase self-sufficiency through employment, training, and housing services geared to meet the individual needs of the participant. The Ready to Work Plus program builds on the demonstrated success of the existing Ready to Work program funded by the City of Austin, Travis County, and United Way, which offers employment-related services. Leveraging the resources and expertise of partners, the Ready to Work Plus program expands services to more effectively assist participants with improving their outcomes long-term through work, education, training, and housing. Services will be embedded in the community serving people through GICT Job Help Centers and by co-locating Placement Specialists/Case Managers in local nonprofits which have experienced a great need for employment-related services among the populations they serve.

**IV. General Provisions**

It is understood by the parties that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of laws and regulations, which govern their activities. If at any time either party is unable to perform its functions under this MOU consistent with such party's statutory and regulatory mandates, the affected party will immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

**V. Responsibilities of the Parties Under Agreement**



In consideration of the mutual aims and desires of the parties to this MOU, and in recognition of the public benefits to be derived from the implementation of the programs involved, the parties agree that their responsibilities under this MOU will be as follows:

**a. Goodwill Industries of Central Texas will:**

1. Serve as the fiscal and programmatic agent for the administration of the City of Austin funds.
2. Meet all contract requirements and reporting obligations set forth by the City of Austin.
3. Hire/assign, train, and supervise Placement Specialists to be located at the partner agency, depending on funds awarded.
4. The following job-related services will be provided to eligible participants based on client need:
  - a. Client Assessment/Individual Job Placement Plan
  - b. Job Readiness Training
  - c. Occupational Skills Training
  - d. Technology Skills Training
  - e. Financial Literacy
  - f. Job Placement/Job Search Assistance
  - g. Job Coaching
  - h. Case Management
  - i. Retention Services
  - j. Work Support Services/Work Incentives
5. Manage a data management tracking system for client and outcome tracking purposes.
6. Offer a coordinated Employer Database to be utilized in client job placement activities.
7. Coordinate quarterly meetings with partners of the Ready to Work Plus program to ensure outcomes and goals are being achieved.

**b. Saint Louise House will:**

1. Appoint a designated primary point of contact to assume responsibility for coordination with GICT staff on programmatic and fiscal needs.
2. Make available office/meeting space for GICT staff and clients to engage in employment-related services.
3. Make client referrals as appropriate, and refer clients to other partner agencies as appropriate to ensure that clients receive services that most effectively meet their needs.
4. Maintain primary case management responsibilities for each client that is referred to the Ready to Work Plus program.
5. Attend quarterly meetings with GICT Project Coordinator and other key staff to ensure the success of partnership and program outcomes.

**VI. Equal Opportunity**

Both parties agree to:

1. Comply with Title VI of the Civil Rights Act of 1964 (PL 88.352) and in accordance with Title VI of that act, no person in the United States will on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the delivery of services.
2. Comply with Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of handicap.
3. Comply with the requirements of the Americans with Disabilities Act of 1990, PL 101-336, 101 Congress 2<sup>nd</sup> Session, 104STAT.327 (July 26, 1990).

**VII. Amendment or Cancellation of MOU**

Both GICT and the Partner reserve the right to modify the terms of the agreement at anytime and by mutual consent of the parties. The Agreement may be cancelled by either party upon sixty (60) days written notice where the cancelation is for cause and significant breach of the provisions of this Agreement.

## VIII. Contacts

### Goodwill Industries of Central Texas

Katie Navine  
Vice President of Workforce Development Services  
1015 Norwood Park Blvd  
Austin, TX 78753  
[Katie.navine@austingoodwill.org](mailto:Katie.navine@austingoodwill.org)  
Phone: (512) 637-7171

### Goodwill Industries of Central Texas

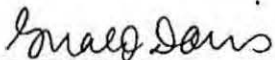
Gerald L. Davis  
President and Chief Executive Officer  
1015 Norwood Park Blvd.  
Austin, Texas 78753  
[Jerry.davis@austingoodwill.org](mailto:Jerry.davis@austingoodwill.org)  
Phone: (512) 637-7156

### Saint Louise House

Helen Eisert, LMSW  
Program Director  
2026 Guadalupe Street  
Austin, Texas 78705  
Phone: (512) 302-0027  
[heisert@saintlouisehouse.org](mailto:heisert@saintlouisehouse.org)

## APPROVED:

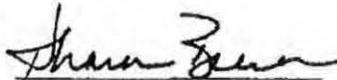
The undersigned parties bind themselves in the faithful performance of this MOU. It is mutually understood that this MOU will not become effective until approved by all parties involved.



Gerald L. Davis  
President and Chief Executive Officer

1/6/11

Date



Sharon Bieser  
Executive Director

1/4/11

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
HEALTH & HUMAN SERVICES COMMISSION  
AND  
VINCARE SERVICES OF AUSTIN FOUNDATION DBA SAINT LOUISE HOUSE  
FOR  
Online Community-Based Application Assistance Services through the YourTexasBenefits.com  
For**

**Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families,  
Medicaid, CHIP, Long-Term Care Services programs**

THIS Memorandum of Understanding (the "MOU") is entered into between the HEALTH AND HUMAN SERVICES COMMISSION ("HHSC"), an administrative agency within the executive department of the State of Texas with its central office at 4900 North Lamar Boulevard, Austin Texas, 78751 and the location *VinCare Services of Austin Foundation dba Saint Louise House-Berkett Location* ("CP") having an office at 2104 Berkett Drive, Austin, TX 78745, for the purpose of assisting with online community-based application assistance in connection with the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid, Long-term Care Services program (LTC), and Children's Health Insurance Programs (CHIP). HHSC and CP may be referred to in this agreement individually as a "Party" or collectively as the "Parties."

**I. PURPOSE**

The purpose of the Community Partner Program is to strengthen community partnerships with organizations that assist people in applying for social service programs using the online application. The CP project will help increase awareness and utilization of online applications and case information that will build efficiencies and benefits for the people, the state and community partners.

**II. GOALS**

The Online Application Assistance project aims to:

- Strengthen community relationships;
- Work together to provide information and support;
- Provide report and tracking capabilities to community partners;
- Facilitate the application process for people;
- Increase access for people through the Internet reducing the need to go to offices;
- Increase access to the online application and/or provide application assistance through local organizations;
- Streamline the eligibility process;
- Reduce data entry for HHSC staff; and
- Complete online applications to facilitate eligibility determinations.

### **III. AUTHORITY**

HHSC is authorized to disclose confidential information from SNAP, TANF, Medicaid, and CHIP programs based upon client consent and/or as permitted by 7 C.F.R. Section 272 (SNAP); 45 C.F.R. Section 205.50 (TANF); 42 C.F.R. Section 431.300 et. Seq. (Medicaid); 42 C.F.R. Section 457.1110 (CHIP).

### **IV. AGREEMENT**

*VinCare Services of Austin Foundation dba Saint Louis House located at 2104 Berkett Drive, Austin, TX 78745, agrees to serve as an access point for applicants and recipients of Health and Human Services benefits programs. For purposes of this agreement, Health and Human Services benefits programs include the Medicaid program, Children's Health Insurance Program (CHIP), the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance to Needy Families (TANF) program, the Long-term Care Services program (LTC) and any other public assistance benefits program for which an individual may complete an online application through the [YourTexasBenefits.com](http://YourTexasBenefits.com) website.*

### **V. PARTNER LEVELS**

**The CP agrees to provide at least one of the following level(s) of Service as approved by HHSC:**

#### ***Level I CP (Self Service Site)***

The CP will provide access to a computer with an internet connection to applicants and recipients seeking to apply online for HHSC social service programs (such as SNAP, TANF, Medicaid, CHIP and LTC) using the Your Texas Benefits website. The Community Partner can agree to provide any of the following additional resources to applicants and recipients: printer, copy machine, fax machine, telephone, and/or document scanner. In providing Level I Services, the CP is acting on behalf of the applicant or recipient and not on behalf of HHSC.

#### ***Level II CP (Assistance Site)***

The CP will provide access to a computer with an internet connection to applicants and recipients seeking to apply online for HHSC social service programs (such as SNAP, TANF, Medicaid, CHIP and LTC) using the Your Texas Benefits website. With applicant/recipient consent, the CP will provide staff and/or volunteers to assist recipients and applicants with understanding and completing the online application process. Level II Community Partners that have received specific additional HHSC training and authorization, may also help research the client's case status information. This research will be done by using a Community Partner inquiry function of the Self Service Portal with log-on information supplied by the client. This service will assist clients to determine where in the process their current application is, the benefits they are currently receiving and when their benefit program started or will end. The Community Partner can agree to provide any of the following additional resources: printer, copy machine, fax machine, telephone, and/or document scanner. The CP will provide assistance and access to a computer after receiving written consent from the applicant or recipient on an HHSC approved form. In providing Level II Services, the CP is acting on behalf of the applicant or recipient and not on behalf of HHSC.

## **VI. HHSC STATEMENT OF DUTIES:**

HHSC, in support of the community partners that assist people in applying for benefits through this MOU, will provide to the CP:

- a) Initial training and training updates as needed on use of the Your Texas Benefits online application web site, for Level II application assistance and case management functions, general information about the HHSC benefit programs, information security, training on confidentiality and any other appropriate training determined necessary by the HHSC;
- b) The standards and process for certifying staff and volunteers providing application assistance;
- c) Materials such as the HHSC signage, applications, brochures, etc.; and access to support for website issues, application questions and client case issue resolution;
- d) Identification of the CP via the Your Texas Benefits public Internet web page as a Community Partner willing to assist applicants or recipients as a Self Service Site or an Assistance Site; and
- e) Provide a process for CPs to request information and technical support.

## **VII. CP STATEMENT OF DUTIES:**

### **a) Service Duties.**

The CP, in support of the HHSC's efforts to provide awareness of and access to social service programs through the [YourTexasBenefits.com](http://YourTexasBenefits.com) website will:

- i) At no cost, provide applicants and recipients access to a computer with an internet connection; and assist applicants and recipients in applying for the HHSC social service programs if the CP provides Level II assistance services;
- ii) Prominently display appropriate HHSC benefit materials such as HHSC signage, applications, brochures, etc.;
- iii) Ensure all employees, agents, staff, volunteers, or subcontractors acting on behalf of the CP in providing Services are trained and annually retrained on use of the Your Texas Benefits online application web site, Application/Case assistance for Level II services (as applicable), general information about the HHSC benefit programs, information security, confidentiality and any other appropriate training determined necessary by the HHSC;
- iv) Refer people to other public assistance programs, as available;
- v) Allow the HHSC access to monitor partner sites and activities for compliance to the rules of this MOU;
- vi) For Level II CPs, the CP will obtain Applicant Consent on an HHSC approved form; and
- vii) Retain records for seven years of Applicant Consent and lists of employees, volunteers or staff authorized to access or assist applicants to access the [yourtexasbenefits.com](http://yourtexasbenefits.com) Self Service Portal.

**b) Compliance Duties.**

- i) To the extent applicable, the CP is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including, but not limited to, all State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements, and licensing provisions.
- ii) To the extent applicable, the CP agrees to assure each of its employees, agents, volunteers or subcontractors who provide Services under the MOU are properly licensed, certified, and/or have proper permits to perform any activity related to the Services and will monitor to ensure all trainings and certifications requirements are met.
- iii) To the extent applicable, the CP warrants that the Services comply with all applicable Federal, State, and County laws, regulations, codes, ordinances, guidelines, and policies. The CP will indemnify the HHSC from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with the CP's failure to comply with or violation of any such law, regulation, code, ordinance, or policy.

**c) Security and Confidentiality Duties.**

- i) Neither the CP nor the HHSC are the Business Associate of the other, as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d, et seq., and regulations adopted under that act. The CP is solely acting on behalf of the people it provides Level II Services to, based on the consent of those individuals described above.
- ii) The CP acknowledges that the information it receives based on individual consent for assistance for Level II services is highly confidential and sensitive. Certain HHSC information may also be highly confidential. The CP agrees that the CP, its staff, employees, agents, volunteers and subcontractors providing Services on the CP's behalf under this agreement will treat all individual and HHSC information received as confidential to the extent that confidential treatment is provided under law and regulations if held by the HHSC.
- iii) The CP will access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose confidential information only in a secure fashion. For purposes of this Agreement, a secure fashion means that the confidential information is rendered unusable, unreadable, or indecipherable to unauthorized persons by either encryption or destruction such that the confidential information cannot be read or otherwise reconstructed. For example the CP will require and ensure all browser activity and history be cleared and deleted between each applicant or recipient the CP assists under Level I or Level II Services, and all paper copies of applicant or recipient information is adequately private and secure.
- iv) The CP will immediately report to the HHSC any actual, potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of confidential information, which has the potential for jeopardizing the confidentiality, integrity or availability of the confidential information (collectively an "incident"). The CP will cooperate fully with the HHSC in addressing any such unauthorized acquisition, access, use or disclosure, or suspected or potential unauthorized acquisition, access, use or disclosure of confidential information to the extent and in the manner determined by the HHSC. The obligation of the CP in this regard begin at the

discovery of an Incident and continues as long as related activity continues, until all effects of the incident are mitigated, to the HHSC's satisfaction.

- v) The CP will ensure its officers, directors, employees, agents, subcontractors and volunteers are adequately trained and educated and periodically retrained on the importance of protecting confidential information and promptly reporting any Incident.
- vi) The CP acknowledges any and all unauthorized disclosures or uses of applicant and recipient confidential information or the HHSC's confidential information may cause immediate and irreparable harm to individuals or the HHSC and may constitute a violation of State or federal laws. If the CP, its employees, volunteers, subcontractors, or agents should use or disclose such confidential information to others without authorization, the HHSC will immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

## VIII. CIVIL RIGHTS

To the extent applicable, the CP agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
  - The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- a) The CP agrees to comply with all applicable amendments to the above-referenced laws, and all applicable requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
  - b) To the extent applicable, the CP agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting the CP from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of people in its programs, benefits, or activities on the basis of national origin. The CP agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.
  - c) The CP agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.
  - d) The CP agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited



English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- e) The CP agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- f) Upon request, the CP will provide the HHSC with copies of all of the CP's civil rights policies and procedures.
- g) The CP must notify the HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

#### **IX. MUTUAL RESPONSIBILITIES**

The HHSC and the CP will communicate as necessary to successfully manage this agreement. They will work in good faith together to fulfill the purpose of this agreement in assisting people in accessing social service programs through the self-service portal.

#### **X. TERM OF AGREEMENT**

This MOU is effective from execution through *May 31, 2015* and may be extended by mutual agreement.

#### **XI. TERMINATION OF AGREEMENT**

**Termination Without Cause.** This MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

**Notice of Breach and Termination for Cause.** In the event of a party's failure to comply with a term of this MOU, the non-breaching party will provide notice to the breaching party of the breach. Upon thirty (30) days after such notice, if such breach is not cured to the non-breaching party's satisfaction, the non-breaching party may proceed to termination by serving a notice of termination upon the breaching party, which shall immediately terminate this MOU.

A breach of Social Security Number, client information, confidentiality, and/or security requirements will be cause for immediate termination of the agreement.

Nonwaiver. Failure of either party to insist on performance of any term or condition of this MOU or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

## **XII. NOTICES**

All written notices, requests and communications, unless specifically required to be given by a specific method, may be sent to the address or telefacsimile number set forth below, by one of the following methods: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission. Either party may at any time give notice in writing to the other party of a change of address or telephone or telefacsimile number.

To the CP:

Allison Shurr/Program Director  
2026 Guadalupe St  
Austin, TX 78705  
Telephone: 512-326-2774  
Telefacsimile: 512-326-2290  
E-Mail: ashurr@saintlouiseshouse.org

To the HHSC:

Texas Health and Human Services Commission  
Kimberly Tolbert  
909 W45th Street, Bldg. 5, MC: 2077  
Austin, Texas 78751  
Telephone: 512-206-5667  
Telefacsimile: 512-206-5538  
Email: kimberly.tolbert@hhsc.state.tx.us

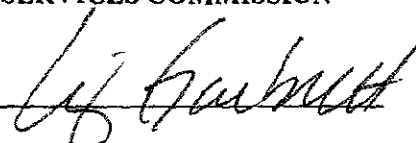
## **XIII. GENERAL TERMS**

Amendments. This MOU may be amended or modified by the consent of both parties at any time during its term. Amendments to this MOU must be in writing and signed by the HHSC and the CP. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on the HHSC unless approved in writing by an authorized representative of the HHSC.

#### XIV. ASSIGNMENT

Neither party shall assign any right, benefit or duty under this MOU without the other party's prior written consent.

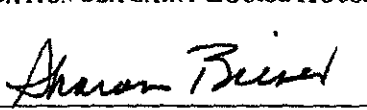
**TEXAS HEALTH AND HUMAN  
SERVICES COMMISSION**

By:   
NAME: Liz Garbutt

TITLE: Associate Commissioner  
Community Access and Services

Date 6/11/13

**VINCARE SERVICES OF AUSTIN  
FOUNDATION DBA SAINT LOUISE HOUSE**

By:   
NAME: Sharon Bieser

TITLE: Executive Director

Date 6/4/13



## Memorandum of Understanding Austin/Travis County Homeless Management Information System (HMIS)

This AGREEMENT is entered into and renewable annually by mutual consent of both parties, Ending Community Homelessness Coalition (ECHO) located at 100 North IH35, Suite 1000, Austin, TX 78701 and Saint Louise House (AGENCY) located at 2026 Guadalupe Street, Austin, TX 78705.

ECHO is the lead agency responsible for the management of public homeless services in Austin/Travis County. In accordance with the US Department of Housing and Urban Development data collection mandates, ECHO implements and operates a Homeless Management Information System (HMIS) called ServicePoint by Bowman Systems for client tracking throughout the Austin/Travis County Continuum of Care.

ECHO and AGENCY mutually agree to the following:

- ECHO will allow the AGENCY to utilize ServicePoint (the system), an Internet-based HMIS developed by Bowman Systems, LLC (BOWMAN), a company based in Shreveport, Louisiana, for the purposes of client tracking and case management for HUD and non-HUD funded services provided through the agency.
- The AGENCY will purchase licenses for their users at the price outlined in ECHO's HMIS License Policy.
- ECHO will contract with BOWMAN for the hardware and software services for the HMIS system.
- The AGENCY may not contact BOWMAN directly and/or request changes from BOWMAN to the software. All contact and/or requests will be made through ECHO.
- ECHO will maintain control of all data entered into the system and will manage and secure this data in accordance with ECHO's HMIS Privacy Policy.
- The AGENCY will comply with the ECHO HMIS Policies and Procedures Manual, the HMIS Privacy Policy and the ECHO HMIS Data Quality Assurance Plan for the use of the system and will designate an Agency Administrator to monitor users for adherence to said policies.
- The AGENCY will be entering into an Inter-Agency Data Sharing Agreement with all active Participating Agencies in HMIS. The policy is contained within the ECHO HMIS Policies and Procedures Manual.
- Both ECHO and the AGENCY will operate in accordance with HUD's currently published HMIS Data and Technical Standards except in cases where the Standards conflict with Texas law. In such cases, Texas law supersedes the Standards.
- ECHO has the right to terminate this agreement at any time if the ECHO HMIS Policies and Procedures Manual is not followed.
- ECHO is responsible for ensuring that the contract terms of the agreement with BOWMAN continue to be satisfied so that all agency data remains secure. This responsibility extends to the provision of disaster recovery services, daily backup of data, system maintenance, database level and secure socket layer encryption, and regularly scheduled product upgrades.
- The AGENCY agrees to ensure the designated Agency Administrator's attendance to all HMIS meetings exceeds 50%.
- For each HUD funded program, the AGENCY agrees to generate and forward a copy to ECHO from e-SNAPS, according to the contract requirements, of the HUD Annual Progress Report (APR). The demographic data in this report should be accurate according to the time period of the direct grant with HUD. This report should be submitted to ECHO's Executive Director on the 15<sup>th</sup> day of the month following the end of the reporting period. Additionally, if information contained in the HMIS generated report is inaccurate, the AGENCY agrees to highlight these discrepancies in writing and agrees to work to resolve these inconsistencies to ensure future accurate reporting and data integrity.



## Memorandum of Understanding Austin/Travis County Homeless Management Information System (HMIS)

*The signing of this Memorandum of Understanding certifies concurrence with the terms and conditions agreed upon by both parties hereto; no other agreement, oral or otherwise shall be deemed to exist or be binding.*

AGENCY:

Sharon Zuer  
Signature of Agency Representative:

Date

Executive Director

1/7/13

Title:

Ending Community Homelessness Coalition:

Date

\_\_\_\_\_  
HMIS Director

Ending Community Homelessness Coalition (ECHO)



## **EXECUTIVE DIRECTOR**

Founded in Austin in 2000, Saint Louise House (SLH) provides affordable housing and essential services to mothers and children experiencing homelessness in Central Texas. With a deep belief in the power of women to transform their lives, their families and our community, our licensed social workers and case managers partner with our residents to reach their individual goals. In our apartment-style housing environment, families are embraced and encouraged to be a part of our supportive community as they work or attend school. SLH collaborates with our families, our partner organizations, our donors and volunteers to serve the most vulnerable of our community.

### **Responsibilities for this position:**

#### **Represent Saint Louise House**

- Maintain relationships with the key funders and collaborators, representing the mission of SLH and the interests of the organization
- Meet with stakeholders, including donors, potential donors and influential community leaders to provide information on SLH and ways that they can engage in the mission

#### **Management of Staff and Programs**

- Manage the professional staff
- Program development and ongoing, hands-on management of high-quality services to women and children
- In collaboration with the Development Committee of the Board of Directors, guide the organization's fundraising strategies
- Monitor and maintain SLH's financial status and records
- Lead Organizational Planning/Implementation inkling maintaining and implementing growth strategy
- Manage the rental community for the market tenants

#### **Support the Work of the Board of Directors**

- Provide information and resources to the board to help guide their decision-making and engagement with the organization

- Attend board meetings and follow up on operational and administrative decisions made

### **Qualifications:**

- A BA or BS is required, a Master's degree is preferred
- Five or more years of experience as a manager who inspires confidence, motivates others, and adapts easily to constantly changing situations
- Demonstrated expertise, passion and enthusiasm for lives of families and children who are in most need
- The experience and ability to work collaboratively and effectively with the Board of Directors of a non-profit agency
- A creative thinker who can develop, communicate and implement a vision and plan for SLH's future, that builds on a strong history, responds to the changing needs of the program, and maximizes partnerships with other organizations
- An excellent communicator, both oral and written, who can effectively promote SLH and convey its goals and services to policy leaders, funders and others
- A highly motivated self-starter, exhibiting initiative and vision as well as practicality; tenacity balanced with grace and diplomacy
- Proven success managing fundraising in a non-profit environment
- The experience and ability to successfully oversee the management of SLH real estate holdings and the programs that SLH provides



## **PROGRAM DIRECTOR JOB DESCRIPTION**

---

The Saint Louise House Program Director supervises all Case Managers and leads the Program Team at the organization. The essential duties of this position are to oversee the coordination and administration of all aspects of the program including planning, organizing, staffing, maintaining and further developing quality services to program participants as well as to provide leadership for the organization. The Program Director reports to the Executive Director. Specific responsibilities include:

### **Maintain and Develop Program Success**

- Work with the Executive Director to create and maintain programs to be administered. Develop and implement all guidelines and policies with the purpose of ensuring compliance with all government regulations, as well as maintain alignment with SLH mission.
- Work closely with Executive Director and Grant Manager to secure funds, donations and grants to meet the budgetary requirements of the organization.
- Captures data concerning program outcomes, tracks the data and provides reports on outcomes in a timely fashion
- In consultation with the Executive Director, recruit, interview and select well-qualified program staff
- Implement the human resource policies, procedures and practices of the organization
- Ensures that personnel files for the program are properly maintained and kept confidential
- Establish and implement a performance management process for all program staff
- Implement and sustain a consistent theoretical framework through which all services are provided to program participants
- Create and maintain a community vision that engages program participants that will fit well with and increase the therapeutic value of the program
- Provide direct supervision to Case Managers for all areas except clinical responsibilities
- Provide guidance and professional development opportunities to Counselor and Case Managers to provide increasingly improved services to program participants
- Lead Program Team meetings to monitor programs and increase learning for Counselor and Case Managers

- Build and manage relationships with similar or complementary service providers to increase resources available to program participants
- Assist management with crisis situations involving programs participants and ensure quality reporting on these issues
- Ensure that grant reporting on programs is accurate and on-time
- Analyze program outcomes to continually improve process and services
- Ensure expenses are within the program operating budget

### **Provide Leadership at Saint Louise House**

- Report to Executive Director on programs and keep organization apprised of successes
- Act as a member of the Program Committee of the Board of Directors, keep members informed by providing information, and implement practices based on their decisions
- Participate in staff meetings and provide guidance as needed
- Provide the Grant Manager and Executive Director with data and perspective for grant proposals
- Authorize expenditures, write checks according to limits set by the Finance Committee
- Other duties as assigned

### **Indicators of Success**

- Theoretical framework is infused in all aspects of the program
- Case Managers have the skills and resources needed to effectively meet program participants' needs
- Grants and other fundraising collateral accurately reflect the programs of Saint Louise House and are compelling and understandable to non-staff
- Specific aspects of the program, as well as overall success of case management, continue to grow over time

### **Job Requirement**

- **This position requires employee to maintain current a current social work licensure in the state of Texas**

## **CASE MANAGER/COUNSELOR**

Saint Louise House provides long-term supportive housing to mothers with children overcoming homelessness in Central Texas. With a deep belief in the power of women to transform their lives, their families and our community, the Case Manager/Counselor partners with families to reach their individual goals.

### **Position Description:**

The Saint Louise House Case Manager/Counselor is responsible for providing solution-focused/strengths based counseling and group counseling to individual adults, children, and families living at Saint Louise House to effectively support families in their efforts to achieve independence. The Case Manager/Counselor is also responsible for providing case management to adult program participants.

### **Job Duties Include**

- Manages an assigned case load of program participants
- Provides assessment and diagnosis for adults and children with mental and behavioral disorders, and addictions living at Saint Louise House
- Utilizes a solution-focused/strengths based theoretical framework to develop and implement treatment plans for adults and children with mental and behavioral disorders, and addictions living at Saint Louise House
- Develops and facilitates psycho-educational groups for adults and children
- Provides crisis counseling as needed

### **Qualifications:**

- Current LMSW or LCSW licensure
- Two years of case management/counseling experience with homeless women with children or relevant populations, preferred
- Ability to conduct a counseling session or facilitate a group in Spanish, preferred
- Experience working with survivors of domestic violence, sexual assault and women in recovery, preferred
- Experience developing and facilitating psycho-educational groups, preferred
- Extensive knowledge of Austin area social service resources, preferred

## **CASE MANAGER / ADMISSIONS SPECIALIST**

Saint Louise House provides long-term supportive housing to mothers with children overcoming homelessness in Central Texas. With a deep belief in the power of women to transform their lives, their families and our community, the Case Manager/Admissions Specialist partners with families to reach their individual goals and works with applicants to the Saint Louise House housing program.

### **Position Description:**

The Saint Louise House Case Manager/Admissions Specialist is responsible for providing solution-focused/ strengths based case management services to families living at Saint Louise House to effectively support families in their efforts to achieve independence. The Case Manager/Admissions Specialist is also responsible for managing the admissions process for applicants and new program participants.

### **Job Duties Include**

- Manages an assigned case load of program participants, including:
  - Works with program participants to develop and implement weekly service plans
  - Works with program participants utilizing a solution-focused/strengths based theoretical framework in all settings, language, and documentation
  - Makes appropriate referrals and assists program participants in accessing government and non-governmental services
  - Maintains all procedural and documentation standards as established by funding sources, program requirements, and agency requirements
- Works with the Program Director through all aspects of the Admissions process, including reviewing applications, screening applicants, conducting interviews for admissions, and coordinating move-in logistics
- Responds to requests for program information from potential applicants / community members
- Actively participates in case presentation meetings
- Responds to program participant needs as they arrive
- Maintains the office atmosphere as a therapeutic place

### **Qualifications:**

- Current LMSW licensure, preferred
- Proficiency in Spanish is required
- Admissions experience is a plus



- Two years of case management experience with homeless women with children or relevant populations, preferred
- Experience working with survivors of domestic violence, sexual assault and women in recovery, preferred
- Experience developing and facilitating psycho-educational groups is a plus
- Extensive knowledge of Austin area social service resources, preferred

## **DIRECTOR OF OPERATIONS**

### **Position Description:**

Responsible for managing, developing and enhancing the internal organizational processes and infrastructure of Saint Louise House. The Director of Operations is responsible for ensuring that the daily operations of the organization run smoothly

### **Primary Responsibilities:**

#### **Human Resources**

Work with the Executive Director to manage, develop and oversee the human resource function of SLH, including:

- Recruitment, hiring and compensation
- Employee relations
- Benefits administration
- Payroll administration
- Develop and administer HR policies, job descriptions and training programs
- Ensuring regulatory oversight and legal compliance with Human Resource laws and regulations
- Maintain accurate, organized human resource files, in compliance with state and federal regulations
- Staying current with best practices and trends of the human resource function

#### **Financial Management and Oversight**

- Ensure accurate and timely deposits of all incoming donations, grants, and revenues
- Ensure timely processing of vendor payments
- Ensure accounting of donor gift cards, especially during the holiday season is accurate
- Manage the use of credit cards by staff, ensure the expenses are appropriate and the cards are secure
- Ensure receipts for expenditures are provided and accurately coded for CPA

Oversee the resident support program to include:

- Procuring and distributing laundry quarters, HEB gift cards, retail cards and bus passes

- Provide documentation for all Program Participant, administration and facility expenditures to ensure expenses are accurately coded by facility or department
- Approve requests for items or services for Program Participants
- Manage all purchases made through Amazon

### **Administration**

- Act as back-up for Executive Director in her absence
- Provide support to program manager and staff as needed
- Ensure administration office areas are kept organized and efficient
- Collect and process mail
- Place orders for beds and paper goods as needed
- Ensure auto insurance is updated with new and termed employee information
- Oversee resident and office shopping program



## **DIRECTOR OF COMMUNICATIONS AND DEVELOPMENT**

### **Position Description:**

The Director of Communications and Development will set and guide the strategy for all communications, website, and public relations messages and collateral to consistently articulate Saint Louise House's mission. This position is also responsible for overall strategy, planning, and oversight of the community outreach program. This will include providing oversight in all matters related to event planning, fundraising, volunteer involvement, awareness activities and outreach.

### **Primary Responsibilities:**

#### **Communications**

- Maintain and expand external relationships through timely, targeted communications channels including:
  - Regular newsletters
  - Website
  - Social media communications
  - Press releases
- Lead the development of new communications materials as needed, ensuring that materials are segmented and distributed appropriately
- Ensure all messaging is aligned with Saint Louise House's mission and identity

#### **Community Outreach**

- Represent SLH to external groups and engage them in the work of SLH
- Creates innovative programs and events to enlist donors and volunteers, and manages donor and volunteer recognition activities
- Act as a point of contact for SLH events, including an annual fundraising event
- Develop relationships with key funders, volunteers, community members, media contacts, and other individuals and institutions

#### **Management**

- Oversee volunteer programs including retention and recruitment
- Supervise the volunteer coordinator
- Oversee volunteer database

- Work with staff and volunteers to ensure that all fundraising and community relations programs are consistent with the overall mission, philosophy and concepts of SLH

### **Development**

- Support the fundraising strategies of the Board of Directors
  - Work with assigned Board Member in analyzing the fundraising programs and in planning for future activities
- Coordinates and maintains correspondence, financial records and statistical reports. Provides analysis and responds to questions regarding event income and expenses
- Tracks donors in Salesforce database and provides reports as required

### **Provide Leadership at Saint Louise House**

- Serve as back-up for Executive Director and/or Director of Operations in their absence
- Report to the Executive Director on planned events, communications, and outreach activities and keep organization apprised of successes
- Participate in staff meetings and provide information on outreach activities
- Provide the Grant Manager and Executive Director with data and input for perspective fundraising activities

### **Other duties as assigned**



## **VOLUNTEER COORDINATOR**

Saint Louise House provides supportive housing to mothers and children overcoming homelessness in Central Texas. It is a place where families can thrive in all aspects of their lives and reach their full potential.

### **Position Description:**

The Volunteer Coordinator's essential function is to manage the volunteers program as well as manage in-kind donations. The Volunteer Coordinator reports to Director of Communications and Development.

### **Job Duties Include:**

- Manage relationships with current and potential volunteers through personal contact and volunteer newsletter
- Recruit and train new volunteers
- With program staff, coordinate volunteer needs for the program
- Oversee and schedule appropriate supervision for volunteers
- Identify needs for in-kind donations and publicize those needs to potential donors
- Communicate with in-kind donors to schedule drop-off process and ensure goods are securely stored
- Manage and maintain the off-site storage units

### **Qualifications**

- Required: Bachelors degree
- Excellent written and oral communication skills
- Ability to work effectively with diverse volunteer populations
- Occasional weekends and evenings
- Proficient in Microsoft Office Suite



**SAINT LOUISE HOUSE**

Build. Believe. Become.

## **FACILITIES MANAGER JOB DESCRIPTION**

Saint Louise House Facilities Manager is responsible for the overall operating maintenance and repair of SLH properties. This position is also responsible to oversee the warehouse operation. The Facilities Manager is a working manager reporting to the Executive Director

Specific responsibilities include:

### **Building Maintenance**

- Oversee and/or perform maintenance of all mechanical, electrical, HVAC, plumbing, electronics, and landscaping for two separate SLH properties with 46 units.
- Oversee or schedule appropriate supervision for maintenance worker(s) and volunteers engaged in work
- Oversee fire and safety program
- Strive to perform maintenance duties in the most cost-effective manner
- Coordinates service into a priority work schedule
- Ensures completion of all service requests
- Inspects apartment complexes continuously, recording and correcting deficiencies
- Orders necessary supplies and parts within budgetary guidelines
- Oversee repairs and maintenance of vacated apartments in a timely manner. This includes painting, carpet cleaning or replacements, appliances etc.
- Maintain positive communication with local fire marshal, building inspectors, state agencies and any other jurisdictions governing the complex
- Ensures that all keys are kept properly
- Respond to issues presenting safety concerns pro-actively
- Work with SLH staff to coordinate and facilitate all move-outs and move-ins of residents
- Problem solve and trouble shoot potential problems/concerns as they arise

### **Warehouse Operation**

- Assist the Volunteer Coordinator with the receiving, storing and dispersal of furniture and other donations



**SAINT LOUISE HOUSE**

Build. Believe. Become.

### **General**

- Participate in staff meetings
- Is very customer service driven, interacts well with clients, visitors, vendors and staff
- Strives to be flexible and adaptable to changing priorities, needs, schedules
- Other duties as assigned

### **Indicators of Success**

- The physical condition of the complexes are continually monitored and maintenance needs are met in a timely manner
- Requests for service are responded to in a timely manner
- Needs/requests for service, repair, tools, appliances etc. are dealt with in an innovative manner keeping in mind budgetary constraints



**SAINT LOUISE HOUSE**

Build. Believe. Become.

## **FACILITIES WORKER JOB DESCRIPTION**

The VinCare Facilities Worker is responsible to assist the Facilities Manager with the overall operating maintenance and repair of VinCare properties. The Facilities Worker reports to the Facilities Manager. Specific responsibilities include:

### **Building Maintenance**

- Performs repairs on the property, including painting, carpentry or wall repair, plumbing and electrical, air conditioning, heating etc. as assigned by Facilities Manager
- Cleans, paints, repairs apartments during turnover process
- Assists in maintenance of grounds and common areas, including lawns, flower beds, shrubbery, parking areas, trash pickup area, stairs, etc.
- Provides preventative maintenance as directed
- Responds to service requests, emergencies, safety issues in a timely fashion
- 

### **Warehouse Operation**

- Assists the Facilities Manager with operation of the warehouse including receiving, storing and dispersal of furniture and other donations.

### **General**

- Is very customer service driven, interacts well with clients, visitors, vendors and staff
- Strives to be flexible and adaptable to changing priorities, needs, schedules
- Maintains good attendance
- Other duties as assigned

### **Indicators of Success**

- The physical condition of the complexes maintenance needs are met in a timely manner
- Requests for service are responded to in a timely manner



## **SAINT LOUISE HOUSE GRANT MANAGER**

The Saint Louise House Grant Manager is responsible for developing and implementing the agency's grant funding program. The essential functions of this position are to maintain adequate grant funding to sustain agency operations, increase grant funding in times of expansion, increase and diversify the number of grant funders, assume responsibility for grant reporting and develop and maintain a system of documentation. The Grant Manager reports to the Executive Director. Specific responsibilities include:

### **MAINTAINS, DEVELOPS AND MANAGES GRANT FUNDING FOR SLH PROGRAM:**

#### **Grant Funding and Reporting**

1. With the Executive Director creates and implements a grant funding program
2. Identify new potential grant funders
3. Work with current funders on grant renewals
4. Write all elements of grant applications including narratives, budgets, workplans and outcome measures, working closely with appropriate staff
5. Meet all grant submission deadlines
6. Evaluate and make recommendations on whether or not to apply for specific funding opportunities
7. Maintains flexibility and accountability in order to meet all deadlines as agency needs and grant climates change, especially in situations when very little notice is given.
8. Prioritize funding opportunities according to grant deadlines and agency needs
9. Maintain a calendar of grant reports for all funders
10. Write grant reports and submit to funders in a timely manner
11. Maintain an updated funding matrix of current grants, pending applications, grants in progress, future grants and renewal deadlines
12. Keep Executive Director and Program Director informed of project status
13. Provide written or verbal reports to Executive Director and other staff as needed

#### **Providing Leadership at Saint Louise House**

- Report to Executive Director on all elements of grant program
- Participate in staff meetings and provide guidance as needed
- Develop and maintain relationships with current funders and potential future funders
- Identify, create and implement efforts to improve the organization as opportunities arise
- Work closely with Program Director to develop and track outcome measures to document agency and resident successes
- Assist the Executive Director to meet high-level needs of the organization

#### **Indicators of Success**

- SLH grant funding goals are met and organizational growth continues



- Funding from current grant funders is maintained or expanded
- A broad base of grant funding is developed including grant funding from philanthropic, corporate, religious and/or government entities

**Job Requirements**

- At least 5 years of successful experience in writing and managing grants for nonprofit agencies
- Specific experience in acquiring grant funding for homeless organizations and faith-based agencies, preferred
- Master's degree in Writing or related field, preferred

## **JESUIT VOLUNTEER JOB DESCRIPTION: CASE MANAGER / GROUP FACILITATOR**

The Saint Louise House Jesuit Volunteer Case Manager/Group Facilitator is responsible for providing case management to help program participants effectively complete their goals for achieving independence through Saint Louise House services. This volunteer will have opportunities to assist in various aspects of program development. This volunteer will also assist in developing curriculum and co-facilitating groups for adults, children, or teens. The Jesuit Volunteer reports to the Program Director. Specific responsibilities include:

### **Providing Case Management Services**

- Manage a case load of program participants, including but not limited to:
  - Developing and implementing weekly service plans
  - Working with Program Participants, utilizing a solution-focused/strengths based theoretical framework in all settings, language, and documentation
  - Providing life skills training as required by the program and the program participant's long-term service plan
  - Making appropriate referrals and assisting program participants in accessing government and non-governmental services
- Respond to program participant needs as they arise
- Maintain the office atmosphere as a therapeutic place
- Actively participate in case presentation meetings

### **Group Facilitation**

- Develop curriculum with the support of staff and co-facilitate psycho-educational groups for adult program participants and/or children and/or teens

### **General**

- Participate in staff meetings for the entire organization
- Coordinate with agency staff to prepare new homes for new program participants and move program participants out
- Assist with distributing funds for the Plus One utility assistance program for program participants and the Austin community
- Assist with food bank ordering and distribution
- Represent Saint Louise House at community events and resource fairs, as needed
- Other duties as assigned

### **Indicators of Success**

- Jesuit Volunteer creates achievable goals with program participants
- Jesuit Volunteer continues to increase skills and capacity to serve program participants
- Jesuit Volunteer develops age-appropriate curriculum and effectively co-facilitates groups
- Reporting is complete and submitted on-time

# **SAINT LOUISE HOUSE**

## **HUMAN RESOURCES POLICY AND PROCEDURE**

### **EMPLOYEE VIOLENCE AND THREAT ASSESSMENT**

#### **PAGE 1 OF 3**

*ORIGINAL DATE: 6/2003*  
*Review Date: 11/2013*

#### **POLICY:**

Saint Louise House strives to provide a safe work environment for its employees. Violent, threatening or intimidating behavior by any employee is considered unacceptable and will be dealt with in the strictest manner, up to and including termination of the offending employee. In addition to disciplinary action, legal recourse may be sought against the individual.

#### **ACTION:**

Any employee who feels he/she has been threatened or intimidated (or is aware of this behavior) should immediately notify his/her supervisor/manager.

Threats from non-employees should also be reported to the executive director.

Any employee or supervisor/manager who witnesses or becomes aware of violent, intimidating or threatening behavior should provide full written details of the incident and the names of all persons present.

The executive director will review with the employee all incidents, actions and materials that are associated with the reported threat.

If the threat appears genuine and threatens the life or physical well-being of an employee, the police should be contacted immediately.

Should no threat of imminent physical violence exist, the threat will be investigated, similar to a harassment allegation. Other employees and witnesses will verify the facts and the details.

An assessment of the situation will be made regarding the risk and severity of the threat. This also includes determining if the employee was serious. Threats made, which are determined to have been intended as a “joke” or “kidding” will be subject to discipline as they are inappropriate in the workplace.

If it is determined that the employee is a threat to themselves or others, Saint Louise House may require some form of evaluation (fitness for duty) and treatment before returning to work or the employee may be disciplined up to and including discharge where appropriate.

Mandatory referrals to local professionals may be required before returning to work and may be considered a condition of continued employment. (Release of Information Authorization form is required and is attached to this policy)

## **THREAT OF VIOLENCE ASSESMENT**

Should an investigation identify evidence that an employee is a threat to others or himself/herself. The Executive Director should review the following information:

Employee Name

Description of incident including interactions, direct quotes or statements.

First hand eyewitness descriptions of behaviors.

Opinion of people involved:

Details/their opinion of event/fears of what may happen

Severity of threat

Timing

Known prior similar history; are there any of the following:

Prior psychiatric history suspected or confirmed

Present or past substance abuse history

Legal history

Job safety situation

Safety sensitive position

## Section 0615

### Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select <b>only one (1)</b> of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Safety Net Infrastructure</li> <li><input type="checkbox"/> Transition Out of Poverty</li> <li><input type="checkbox"/> Problem Prevention</li> <li><input type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p>Select <b>only one (1)</b> of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input type="checkbox"/> Youth</li> <li><input checked="" type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
---	--

If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Safety Net Infrastructure</li> <li><input type="checkbox"/> Transition Out of Poverty</li> <li><input type="checkbox"/> Problem Prevention</li> <li><input checked="" type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input checked="" type="checkbox"/> Youth</li> <li><input type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
---	---

## Section 0640

### Program Performance Measures and Goals

#### OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
<b>Number of unduplicated clients served per 12-month contract period</b>	<b>17</b>	<b>105</b>	<b>122</b>

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
<b>*Number of unduplicated clients served during the initial 36-month contract period</b>	<b>22</b>	<b>120</b>	<b>142</b>

\*These numbers assume that carryover clients between 12-month contract periods are not re-counted. It is also assumed that City funding would support the same clients throughout the 36-month contract period. If preferred, City funds could be directed to support different individuals for each 12-month period, resulting in a total City of Austin goal of 51 unduplicated clients. Other funding sources would continue to support clients originally supported by the City until program completion.

<u>OUTPUT # 3 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
<b>Number of youth served per 12-month contract period</b>	<b>12</b>	<b>73</b>	<b>85</b>

#### OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
<b>Number of households that maintain housing or transition into housing</b> (numerator)	<b>33</b>
<b>Total number of families served during the time period</b> (denominator)	<b>37</b>
<b>Percentage of households that maintain housing or transition into housing</b> (outcome rate)	<b>89%</b>

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
<b>Number of individuals who make progress toward self-sufficiency plan goals</b> (numerator)	<b>33</b>
<b>Total number of mothers served during time period</b> (denominator)	<b>37</b>
<b>Percentage of individuals who make progress toward self-sufficiency plan goals</b> (outcome rate)	<b>89%</b>

## Section 0645

### Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Executive Director	1 FTE
Director of Operations	1 FTE
Director of Communications and Development	1 FTE
Volunteer Coordinator	1 FTE
Facilities Manager	1 FTE
Facilities Worker	.6 FTE
Grant Manager	.5 FTE
Program Director	1 FTE
Case Manager/Counselor	3 FTE
Case Manager/Admissions Specialist	1 FTE
Jesuit Volunteer Corps Volunteer	1 FTE
TOTAL FTEs =	12.1



**Section 0650**  
**Program Budget and Narrative**

<b>Program's Line Item Budget</b>	<b>EARLY CHILDHOOD Amount</b>	<b>YOUTH Amount</b>	<b>ADULTS &amp; FAMILIES Amount</b>	<b>SENIORS &amp; PERSONS WITH DISABILITIES Amount</b>	<b>Amount Funded by ALL OTHER Sources</b>	<b>TOTAL Budget (ALL funding sources)</b>
<b>PERSONNEL</b>						
1. Salaries plus Benefits			70,000		513,960	583,960
<b>A. Subtotals: PERSONNEL</b>			70,000		513,960	583,960
<b>OPERATING EXPENSES</b>						
2. General Operating Expenses			50,000		197,722	247,722
3. Consultants/ Contractuals						0
4. Staff Travel - <u>Out of Travis County</u>						0
5. Conferences/Seminars - <u>Out of Travis County</u>						0
<b>B. Subtotals: OPERATING EXPENSES</b>			50,000		197,722	247,722
<b>DIRECT ASSISTANCE for PROGRAM CLIENTS</b>						
6. Food/Beverage for Clients					3,000	3,000
7. Financial Assistance for Clients					41,000	41,000
8. Other - Moving and storage expenses			5,000		11,604	16,604
<b>C. Subtotals: DIRECT ASSISTANCE</b>					60,604	60,604
<b>CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)</b>						
9. Capital Outlay					45,000	45,000
<b>D. Subtotals: CAPITAL OUTLAY</b>					45,000	45,000
<b>TOTALS</b>						
<b>GRAND TOTALS (A + B + C + D)</b>			130,000		812,286	937,286
<b>PERCENT SHARE of Total for Funding Sources:</b>	%	%	13.33%	%	86.67%	100%

## Section 0650 Program Budget and Narrative

### *Program Subcontractors*

<b>SUBCONTRACTOR #1</b>		
Name of Subcontractor	N/A	
Term of Subcontract ( <i>mm/dd/yyyy</i> )	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served ( <i>if applicable</i> )		
<b>Dollar Amounts by Funding Source:</b>		
<u>CITY of AUSTIN amount</u> \$0	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

<b>SUBCONTRACTOR #2</b>		
Name of Subcontractor	N/A	
Term of Subcontract ( <i>mm/dd/yyyy</i> )	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served ( <i>if applicable</i> )		
<b>Dollar Amounts by Funding Source:</b>		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

<b>SUBCONTRACTOR #3</b>		
Name of Subcontractor	N/A	
Term of Subcontract ( <i>mm/dd/yyyy</i> )	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served ( <i>if applicable</i> )		
<b>Dollar Amounts by Funding Source:</b>		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

*(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)*

## Section 0650

### Program Budget and Narrative

#### *Program Budget Narrative*

Add details to describe the proposed City expenses from your Program Budget form.  
 Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
<b>1. Salaries and Benefits</b>	Includes wages, taxes, worker's comp insurance, and health insurance.
<b>OPERATING EXPENSES</b>	
<b>2. General Operating Expenses</b>	In addition to general office expenses such as printing and office supplies, these expenses include insurance and property management expenses such as maintenance and repairs.
<b>3. Consultants/ Contractuals</b>	Saint Louise has no expenses under this line item.
<b>4. Staff Travel - <u>OUT of Travis County</u></b>	Saint Louise has no expenses under this line item.
<b>5. Conferences/Seminars/ Training - <u>OUT of Travis County</u></b>	Saint Louise has no expenses under this line item.
<b>DIRECT ASSISTANCE</b>	
<b>6. Food/Beverage for Clients</b>	Saint Louise House is not requesting City of Austin funds for this line item.
<b>7. Financial Assistance for Clients</b>	Saint Louise House is not requesting City of Austin funds for this line item.
<b>8. Other Direct Assistance (storage and moving)</b>	These expenses include costs for storing furniture and household wares to be used in apartments and moving costs for clients.
<b>CAPITAL OUTLAY</b>	
<b>9. <u>Capital Outlay</u> (must specify)</b>	Saint Louise House is not requesting City of Austin funds for this line item.

## Section 0655 Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

<b>Funding Sources</b>	<b>Grant/Contract Name</b>	<b>Funding Period Start (mm/dd/yyyy)</b>	<b>Funding Period End (mm/dd/yyyy)</b>	<b>Funding Amount</b>
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$125,000
Rental Income		01/01/2015	12/31/2015	\$102,600
Anticipated General Public Donations		01/01/2015	12/31/2015	\$290,000
Anticipated Grants		01/01/2015	12/31/2015	\$192,000
<b>FUNDING AMOUNT TOTAL:</b>				<b>\$709,600</b>

## **Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: \_\_\_\_\_ Resident Bidder \_\_\_\_\_

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Erin D'Vincent, Senior Buyer

**DATE:** January 15, 2014

**SUBJECT:** Request for Determination of Goals for Solicitation No. EAD0116

Project Name: Self Sufficiency Social Services

Commodity

Code(s): 95243

Estimated Value: \$16,000,000

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

The Departmental Point of Contact is: Robert Kingham

at Phone: 972-5026

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

Insufficient scopes of work.

Veronica Lara, Director

Date: 1-21-14

cc: Lorena Resendiz